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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**AMBULANCE SERVICE OF NEW SOUTH WALES
ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 200686 of 2017)

Before Commissioner Newall

13 July 2017

AWARD

1. Arrangement

This Award is arranged in the following manner:

PART A

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MONETARY RATES

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2. Objectives of the Award

- a. The Parties agree to work co-operatively and positively to facilitate implementation of the programs and initiatives set out below:
 - i. service delivery reform and change and associated workforce reform, within the Ambulance Service of New South Wales;
 - ii. better management of overtime and sick leave; and
 - iii. to achieve a targeted reduction in the number and average cost of workers compensation claims and in sick leave and work cooperatively to improve return to work programs and the rate of successful return of injured employees to work
- b. The Parties are committed to the satisfactory and timely resolution of any differences or disagreements and agree that all disputes arising between the parties will be dealt with in accordance with clause 31, Issues Resolution, of this Award. The Parties acknowledge their wider social obligations and will consider their actions in this context.

3. Definitions

‘Accustomed Place of Work’ means the location where an employee is regularly required to commence duty by the Service.

‘Administrative and Clerical Employee’ means an employee of the Service who is employed pursuant to this Award.

‘Employee’ means an Administrative & Clerical employee of the Service who is employed pursuant to this Award.

‘Day Worker’ means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days between 6.00 a.m. and at or before 10.00 a.m. inclusive.

‘Ministry’ means the NSW Ministry of Health.

‘Permanent Part-Time Employee’ means a person appointed in accordance with clause 18 (a) of this Award.

‘Shift Worker’ means an employee who is not a day worker as defined.

‘Union’ means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

‘The Service’ means the Ambulance Service of New South Wales.

4. Employees' Duties

- a. The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employees' skills, competence and training consistent with the employees' classification provided that such duties are not designed to promote de-skilling.
- b. The Service may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- c. Any direction issued by the Service pursuant to subclauses (a) or (b) of this clause shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- d. The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

5. Work Arrangements

- a.
 - i. It is the view of the Service that a position description and a performance appraisal system should be developed for each of the classifications set out in clause 40, Classification Structure, of this Award.
 - ii. The Service will consult with the Union regarding the effect that position descriptions and the performance appraisal system will have on employees who are members of the Union.
- b. Work will be performed by the most efficient means. To achieve this end the Service will deploy skills based on operational needs.
- c. The parties agree that there will be no forced transfers as a result of the implementation of subclause (b) of this clause.
- d. Any proposal that will significantly affect employees who are members of the Union covered by this Award will be the subject of genuine consultation between the parties.
- e. Any dispute arising from the operation of this subclause will be dealt with in accordance with clause 31, Issues Resolution, of this Award.

6. Wages

- a. Employees shall not be paid less than the minimum wages for their classification as set out in clause 40, Classification Structure, of this Award.
- b. The Service may, at its discretion, pay an employee any amount over and above the minimum wages as it sees fit.

7. Hours of Duty

- a. The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and should commence between the hours of 6.00am and 10.00am.
- b. The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- c. Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.

- d. The hours of work prescribed in subclauses (a) and (b) shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle.
- e. The employees' allocated day off duty, arising out of subclause (d) shall be determined by mutual agreement between the employee and the Service having regard to the needs of the Service.
- f. Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by subclause (d) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- g. Employees in a work unit or location may agree that the ordinary hours of duty will be worked over nine days in a fourteen day cycle (a nine day fortnight). Agreement by the Service to this nine day fortnight working arrangement, in each case, shall be dependent upon the operational requirements of the Service.
- h. Where agreement cannot be reached, to work a nine day fortnight in accordance with subclause (g) in any area or location, the employee or employees concerned, or the Union may raise the issue with the appropriate manager, that is the General Manager, Corporate Services or the General Manager, Operations. They shall review the decision and, if it is considered appropriate to meet the operational requirements of the Service, may approve a nine day fortnight.
- i. Where an employee's allocated days off duty falls on a public holiday as prescribed by clause 21, of this Award, the next working day shall be taken in lieu thereof.
- j. All time worked between the normal starting and normal ceasing time each day shall be at ordinary rates of pay.
- k. A period of twenty minutes shall be allowed to employees for a work break and such period shall be included in the ordinary hours of work.
- l.
 - i. Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal break, provided that where an employee is called upon to work for any portion of his or her meal break such time shall count as part of his or her ordinary working time.
 - ii. The provision of paragraph (j) of this subclause shall not apply to employees employed in one of the Services Operations Centres who work their ordinary roster of hours on a straight shift basis (i.e. a shift that does not include a meal break).
- m. Where practicable, employees shall not be required to work more than five (5) hours without a work/meal break.

8. Roster of Hours

- a. The ordinary hours of duty prescribed by clause 7, Hours of Duty, of this Award, shall be worked according to rosters which shall be exhibited at least fourteen (14) days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or twenty eight (28) days whichever is the greater.
- b. There shall be a minimum break of eight (8) hours between rostered shifts except in case of an emergency or agreement between the Service and the employee.
- c. The roster of an employee may be altered by the Service at any time during the agreed roster period upon the provision of at least seven (7) days notice or less than seven (7) days in the event of an emergency e.g. Sick leave, Family and Community Service Leave etc.

- d. A day off duty shall be twenty-four (24) hours.
- e. Where an employee is rostered to an allocated day off that day is to be shown on the roster.
- f. The rosters of employees shall provide for an equitable distribution of Saturday and Sunday work between employees working the same agreed roster.
- g. The provisions of this clause do not apply to Day Workers.
- h. Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 31, Issues Resolution, of this Award.

9. Overtime

- a. Employees are expected to work reasonable overtime in accordance with clause 35, Reasonable Hours of this Award.
- b. All time worked by employees outside the ordinary hours in accordance with clause 7, Hours of Duty, of this Award, shall be paid for at the rate of time and one half for the first two hours each day and thereafter at the rate of double time, provided however, that all overtime worked on a Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one-half.
- c. An employee who is required to work overtime in excess of two hours shall, at the option of the Service, be supplied with a meal or shall be paid an amount as varied from time to time by the Service unless he or she has been notified on his or her previous shift or duty that he or she would be required to work overtime.
- d. Employees recalled to work overtime after leaving the Service's premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he or she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he or she was recalled to perform is completed within a shorter period.
- e. The employer must have processes in place for the formal release of employees from recall duty.
- f. Employees who are not formally released and who are recalled again during the two hour minimum payment period are not entitled to any additional payment until the expiration of the two hour period.
- g. Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the two hour minimum payment period, shall be entitled to another two hour minimum payment.
- h. Employees required to work overtime after leaving the employer's premises to provide a technology support resolution remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- i. When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- j. An employee who works so much overtime:
 - i. between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or
 - ii. on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift:

shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Service such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period that he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- k. For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- l. All overtime worked by shift workers on Saturdays, Sundays and Public Holidays shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.
- m. The Conditions of Employment relating to Overtime for employees covered by this Award are to be determined by reference to the "New South Wales Ambulance Service Administrative and Clerical Agreement, 1988" and the "Ambulance Service of New South Wales Administration and Staff Clerical Enterprise Agreement, 1994" and all variations thereof. This provision only applies to those employees covered by this Award who were employees of the Service immediately prior to 1 July 1998.

10. Time Off in Lieu of Overtime

- a. The parties agree that any employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.
- b. This agreement is subject to the following provisos:
 - i. Time off in lieu must be taken within three months of it being accrued at ordinary rates;
 - ii. The option of taking time off in lieu is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu but employees working in other locations and settings within the Service may not;
 - iii. Employees cannot be compelled to take time off in lieu of overtime; and
 - iv. Records of time off in lieu owing to employees and taken by employees must be maintained.
- c. Where an employee is unable to take time off in lieu of overtime within three months of it being accrued the time so accrued shall be paid out at the overtime rate applicable at the time of payment.

11. Accrual of Additional Days Off (ADOS)

- a. The parties agree that employees should have the capacity to accumulate up to three (3) days additional days off duty (ADOS) as measured at any one point in time, which accrue in accordance with clause 7, Hours of Duty of this Award. This limit on the accumulation right means that any employee who has a current accumulation of three ADOS must take the fourth ADO occurring to him or her when it falls due in accordance with the roster.
- b. This agreement is subject to the following provisos:
 - i. Employees cannot be compelled to accumulate their ADOS. It is merely an option available to employees.
 - ii. This option of accumulation of ADOS is subject always to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service

- may be permitted to accumulate ADOs but employees working in other locations and settings within the Service may not.
- iii. The accumulation of ADOs should be considered in those units, departments or other discrete service areas where the service needs during periods when employees are utilising their accumulated ADOs.
 - iv. Any ADOs accumulated but not taken as at the date of termination shall be paid out.
 - v. The accumulation of ADOS should not apply to employees who have elected to work a nine day fortnight in accordance with subclause (f) of clause 7, Hours of Duty.
- c. Further to the above, the parties agree that ADOs, whether accrued in accordance with clause 7, Hours of Duty, of this Award, or subclause (i) above, can be taken at a mutually convenient time to the Service and the employee.

12. Penalty Rates for Shift Work and Weekend Work

- a. Shift workers working afternoon or night shift shall be paid the following percentage in addition to the ordinary rate for such shift:
- Afternoon shift -
- Commencing at 10 a.m. and before 1 p.m. - 10 per cent Commencing at 1 p.m. and before 4 p.m. - 12.5 per cent
- Night shift -
- Commencing at 4 p.m. and before 4 a.m. - 15 per cent Commencing at 4 a.m. and before 6 a.m. - 10 per cent
- b. Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (a) of this clause.

13. Promotion and Vacancies

- a. Advertisement of vacant promotional positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- b. Promotion shall be on the basis of merit.
- c. The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

14. Appointment of Officers

- a. All employees shall be appointed on probation for a period of six months from the date of their appointment or re-appointment to the Service.
- b. An employee engaged under this Award shall be engaged as a Full Time employee, a Permanent Part Time employee and/or a Temporary employee.
- c. Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign.

15. Termination of Employment

- a. Employment shall be terminated by one (1) week notice in writing by either party or by the giving or forfeiting, as the case may be, of one (1) week's wages in lieu of notice.
- b. The provisions of subclause (a) of this clause does not limit the Service's right to terminate an employee's employment without notice or payment in lieu of notice in the event of misconduct of the employee.
- c.
 - i. Employees with a credit of hours accrued towards an allocated day/s off duty shall be paid for such accrual upon termination.
 - ii. Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall be paid such accrual upon termination.
 - iii. Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall reimburse the Service for such accrual upon termination.
 - iv. Employees with a credit of hours accrued as a result of optioning for time off in lieu of overtime in accordance with subclause (a) of clause 10, Time Off in Lieu of Overtime, of this Award shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- d. The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

16. Travelling Time and Expenses

- a.
 - i. Where an employee is directed to report for duty to a place of work other than the employees accustomed place of work, the employee shall travel to and from the alternative place of work in the Service's time for those periods in excess of time normally taken to travel to and from the employees accustomed place of work.
 - ii. Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed by the Service.
 - iii. Where the employee is required to report to an alternative place of work and has the prior approval of the Service to travel by his or her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be the specified journey rate as prescribed from time to time by the Ministry.
- b.
 - i. Where the Service has determined that an employee should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and their representative prior to notice of changed accustomed place of work being given.
 - ii. The Service shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purposes of this subclause "reasonable notice" shall be 28 days prior to the date the employee is first required to report to the new accustomed place of work.

- iii. Where the accustomed place of work is changed on a permanent basis by the Service, the employee shall report to the new accustomed place of work on the date.

17. Relieving Other Members of Staff

- a. Subject to the provision of subclause (b) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the duties and assumes the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- b. The payment shall be made on the following basis:
 - i. Be paid at least the rate which would be applicable if 100% of such duties were performed on a permanent basis. Where relief is performed in a position at less than 100% the employee shall be paid a proportion equivalent to that lesser amount of relief, i.e. where 25% of the work of the position relieved is carried out, the relieving allowance shall be 25% of the difference between the rates applicable to the position.
 - ii. Higher duties allowance shall only be paid when the employee has been directed by the Service to relieve in such position.
- c. This clause shall not apply when an employee in a higher classification is absent by reason of his or her allocated day or days off duty.

18. Flexible Work Practices

- a. Permanent part-time employee
 - i. A permanent part-time employee means an employee who is permanently appointed by the Service to work a specified number of hours to a maximum of thirty-two (32) hours per week except in emergency or urgent circumstances.
 - ii. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in clause 40, Classification Structures, of this Award a minimum payment of two (2) hours for each start.
 - iii. Other than as set out in this clause, a permanent part-time employee is entitled to the terms of employment set out in this Award, calculated on a pro-rata basis, in the same proportion as the part-time hours bear to the full-time ordinary hours.
 - iv. Employees engaged under this clause shall not be entitled to allocated days off.
 - v. All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the unit or section concerned shall be paid for at the rate of time and one-half.
 - vi. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - vii. Notwithstanding the provisions of this clause, the Service and the Union may agree in writing, to observe other conditions in order to meet special cases.
- b. Temporary employee
 - i. A temporary employee is one engaged for a set period not exceeding thirteen (13) weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than thirteen (13) weeks, must not be offered in preference to ongoing contracts unless they are

necessary to meet the genuine requirements of the Service, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.

- ii. A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this Award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 40, Classification Structures, of this Award, provided that this subclause shall cease to apply upon:
 - a. the said period of engagement being extended after the said period of thirteen (13) weeks;
 - b. the employer and the employee agreeing during the said period of thirteen (13) weeks, that the employee shall be employed on a permanent part-time or full-time basis.
 - iii. For entitlement for payment in respect of annual leave, see Annual Holidays Act 1944.
- c. Shift Changes
 - i. Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
 - ii. When the shift is swapped back it shall be for the same duration as the shifts previously swapped so as to ensure each employee maintains a thirty eight (38) hours per week average.
 - iii. Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- d. Secure Employment
 - (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
 - (b) Casual Conversion
 - (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this 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.
 - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall

be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

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

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

19. Annual Leave

- a. As per the *Annual Holidays Act 1944*, as amended from time to time.
- b. In addition to the leave provided for by subclause (a) of this clause, seven-day shift workers, (that is, shift workers who are rostered to work regularly on Sundays and Public Holidays), shall be allowed one week's leave; provided that if during the year of employment an employee has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.
- c. Except as otherwise provided in this subclause, the entitlement to the additional one week's leave shall be treated for all purposes (including termination), as an entitlement under the *Annual Holidays Act, 1944*.
- d. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.

20. Annual Leave Loading

- a. In this clause the *Annual Holidays Act 1944*, is referred to as "The Act".

- b. Before an employee is given and takes his or her annual holidays or, where by agreement between the Service and employee the annual holidays is given and taken in more than one separate period, then before each of such separate periods, the Service shall pay the employee a loading determined in accordance with this clause. (Note: the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f)).
- c.
 - i. The annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Award.
 - ii. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave Loading entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- d. The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Award, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (Note: See subclause (f) as to holidays taken wholly or partly in advance).
- e. The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (f) at the rate of seventeen and one half percent of the appropriate ordinary weekly rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Award.
- f. No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the Award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- g. Where an employee terminates his or her service or where and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday for which he or she became entitled, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken.
- h. Where the employment of an employee is terminated by his or her Service for a cause other than misconduct, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken where at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled.
- i. Where the employment of an employee is terminated by his or her Service for other than misconduct, he or she shall be paid a loading calculated at seventeen and one half percent of all payment due to him or her under the *Annual Holidays Act 1944*, where at the time of termination the employee has not become entitled to an annual holiday.

21. Public Holidays

- a.
 - i. Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift for not, the employee shall be paid one and one half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

- ii. For the purposes of this clause the following shall be deemed Public Holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State shall be holidays for the purpose of this Award.
 - iii. Shift workers rostered off duty on a public holiday shall:
 - a. be paid one day's pay in addition to the weekly rate; or if the employee so elects,
 - b. have one day added to his or her period of annual leave.
 - iv. The election referred to in paragraph (iii) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- b.
- i. In addition to those public holidays specified in subclause (a)(ii) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Union and the Service and shall be regarded for all purposes of this clause, as any other public holiday.
 - ii. The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in subclause (a)(ii) is proclaimed and observed as a public holiday for the area, and will not apply to those areas where, in each year, at least two half days, in addition to the ten named public holidays specified in subclause (a)(ii), are proclaimed and observed as half public holidays.
 - iii. Provided further, that in areas where each year, only one half day, in addition to the ten named public holidays specified in subclause (a)(ii) is proclaimed and observed as a half day holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday which otherwise would, as a result of this subclause apply, will be observed.
- c. Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in such towns or cities. Equivalent payment means double time and one half.

Where a shift workers rostered day off falls due on such day, he or she shall be paid, in addition to their appropriate rate of pay, an extra day or half-days pay at ordinary rates whichever is applicable.

22. Family and Community Services Leave and Personal/Carers' Leave

Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.

A. FACS Leave

(a) FACS Leave - General

- (i) For the purpose of this clause relating to FACS leave: "relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (ii) A manager may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (iii) FACS leave replaces compassionate leave.
 - (iv) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive Officer or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(b) FACS Leave - entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to an employee is:
 - (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.
- (ii) For the purposes of calculating entitlements under (b)(i)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. For shift workers the rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (iii) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (a) (i) of Part A of this clause.

(d) Use of other leave entitlements

A manager may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

(a) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

(b) Use of sick leave to care for the person concerned - entitlement

- (i) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (a) of Part B of this clause.

- (ii) Other than an employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (iv) A manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
- (v) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (vi) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (vii) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (viii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ix) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(c) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (ii) long service leave; or
 - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of Part B of this clause.
- (d) Time off in lieu of payment of overtime
- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (ii) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.

- (iii) If, having elected to take time as leave in accordance with (d)(i) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (iv) Where no election is made in accordance with paragraph (d)(i) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (e) Use of make-up time
 - (i) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 7 and 8 of this Award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

23. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the Service's Standard Operating Policy 2007-026 or subsequent replacement Standard Operating Policies as issued by the Service.

A. Maternity Leave

- (a) Eligibility for Paid Maternity Leave
 - (i) Full time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.
 - (ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.
- (iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements to Paid Maternity Leave

- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- (ii) Paid maternity leave may
 - be paid: on a normal fortnightly
 - basis; or in advance in a lump
 - sum; or
 - at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

- (i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.
- (ii) Full time or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

- (i) An employee who intends to proceed on maternity leave should formally notify their manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:
 - (1) The intention to proceed on maternity leave;
 - (2) The expected date of birth certified by a medical practitioner;
 - (3) The period of leave to be taken;
 - (4) The date on which maternity leave is to commence;
 - (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
 - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity

leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

In accordance with obligations established by the Industrial Relations Act 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.

- (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
 - (v) Except in the case of employees who have completed ten (10) years service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
 - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) **Illness Associated with Pregnancy**
- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
 - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) **Effect of Premature Birth on Payment of Maternity Leave**
- An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) **Stillbirth**
- In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) **Miscarriage**
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.
- (m) **Fitness to Continue Working During Pregnancy and Alternative Work**
- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
 - (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(n) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

(o) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013* will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.
- (b) Entitlements
- (i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or in advance in a lump sum; or
at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
 - (ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) Applications for Adoption Leave
- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.
 - (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.
- (d) Applications for Further Adoption Leave Same provisions as maternity leave.
- (e) Variations of Adoption Leave
- Same provisions as maternity leave.
- (f) Staffing Provisions
- Same provisions as maternity leave.

- (g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.
Same provisions as maternity leave.
- (h) Right to Return to Previous Position Same provisions as maternity leave.
- (i) Portability of Service for Paid Adoption Leave Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Full time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) the entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay,

or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).

- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.
Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.
 - (c) Applications for Parental Leave
 - (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
 - (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
 - (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
 - (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.
 - (d) Variations of Parental Leave
Same provisions as maternity leave.
 - (e) Staffing Provisions
Same provisions as maternity leave.
 - (f) Effect of Parental Leave on Accrual of Leave, Increments, etc.
Same provisions as maternity leave.
 - (g) Right to Return to Previous Position Same provisions as maternity leave.
 - (h) Portability of Service for Paid Parental Leave Same provisions as maternity leave.
- D. Right To Request
- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) 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) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
 - (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours, that is for long service leave the period of service is to be converted to the full time equivalent and accredited accordingly.

E. Communication During 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, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing 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 the leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

24. Study Leave

Employees shall be granted Study Leave on such terms and conditions prescribed by the Services Standard Operating Policy 2007-077 as amended by the Service from time to time.

25. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the NSW Policy Directive PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.

26. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the Government Sector Employment Act 2013, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an allocated day of duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

27. Sick Leave

- (a) Full-time employees shall, subject to the production of a medical certificate or other evidence satisfactory to the Service (which may include a statutory declaration) be entitled to sick leave as follows:
 - (i) For service prior to 1 July 1985, five (5) days sick leave during the first year of service and eight (8) days' sick leave for the second and subsequent years of service, and
 - (ii) For service from 1 July 1985, ten (10) days sick leave during each year of service, provided that any employee employed prior to 1 July 1985 shall not be entitled to accrue sick leave at the rate referred to in this paragraph until the employee's first anniversary date on or after 1 July 1985.
 - (iii) All sick leave referred to in this subclause shall be granted on full pay.
 - (iv) Each day of sick leave shall be equal to the number of hours an employee works in a normal rostered shift. This subclause shall only apply to Operations Centre Communications Assistants.
- (b) An employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Service until the employee completes such three months of employment at which time the payment shall be made.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that the Service shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation, and full pay. If the Service pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (e) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
- (f) Permanent part-time employees shall, subject to the provisions of this clause, be entitled to proportionate amount of sick leave. The amount of sick leave to which a permanent part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees; as permanent part-time employee's normal ordinary hours of work for a week during such year would be borne to full-time employee's normal weekly hours of work.
- (g) Service before the date of this Award shall be counted for the purpose of assessing the annual sick leave entitlement but accumulated leave at the credit of the employee at the commencement of this Award will not be increased or reduced by the operation of this clause.

- (h) If an agreed holiday occurs during an employee's absence on sick leave then such agreed holiday shall not be counted as sick leave.

28. Climatic and Isolation Allowance

- (a) Subject to sub-clause (b) of this clause, employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in clause 41, Climatic and Isolation Allowance, of this Award in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocomwal and thence to the following town in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified shall be paid an allowance specified in clause 41, Climatic and Isolation Allowance, of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following town in the order stated, namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

29. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

30. Payment and Particulars of Wages

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) On each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime together with separate details of all deductions.
- (c) Overtime and penalty rates shall be paid within one week from the pay day succeeding the day or days on which such overtime or penalty rates were worked.
- (d) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the Service due to the isolation of a workplace. Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal no later than pay day provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within twenty four (24) hours of the Service making their deposits with such financial institutions but in such cases the Service shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (e) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
- (i) Underpayment
- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;

- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
- (ii) Overpayment
- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

31. Issues Resolution

- (a) The parties must:
- (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Service and individual employees; and
- (ii) abide by the procedures set out in this clause to resolve any issue which might arise; and
- (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
- (i) the interpretation, application or operation of this Award; or
- (ii) any allegation of discrimination in employment within the meaning of the *Anti Discrimination Act 1977* which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of the employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days

- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, either party may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (h) Throughout all the stages of these procedures adequate records must be kept of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

32. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

33. Union Noticeboards

Each Workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

34. Anti-Discrimination

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

35. Reasonable Hours

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime at overtime rates.

- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is reasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

36. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 37, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or

- (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6, Wages, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

37. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6, Wages and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.

3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

38. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

39. Area, Incidence and Duration

- a. This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Part B, 40. Classification Structure will apply from the first full pay period on or after 1 July 2017.
- b. This Award replaces and rescinds the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award published 29 July 2016 (380 I.G. 1) and all variations thereof.
- c. This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

PART B

40. Classification Structure

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description Rates from ffpoa 01/07/2017	(2.5%) per week
Administrative Assistants - Junior	
At 16 Years	\$667.40
At 17 Years	\$697.00
Administrative Assistant - Grade 1	
1st Year	\$747.50
2nd Year	\$763.60
3rd Year	\$783.10
4th Year	\$817.40
5th Year	\$846.10
Administrative Assistant - Grade 2	
1st Year	\$877.00
2nd Year	\$897.40
3rd Year	\$911.90
4th Year	\$932.90
Administrative Assistant - Grade 3	
1st Year	\$950.20
2nd Year	\$975.20
3rd Year	\$1,016.40
4th Year	\$1,038.50
Administrative Assistant - Grade 4	
1st Year	\$1,061.90
2nd Year	\$1,084.20
3rd Year	\$1,107.20
4th Year	\$1,130.40
Pay Clerks - Grade 3/4	
1st Year	\$1,087.90
2nd Year	\$1,182.40
Pay Clerk - Senior	
1st Year & Thereafter	\$1,246.40
Senior Administrative Assistant - Grade 1	
1st Year	\$1,152.40
2nd Year	\$1,180.40
Senior Administrative Assistant - Grade 2	
1st Year	\$1,216.20
2nd Year	\$1,246.40
Senior Administrative Assistant - Grade 3	
1st Year	\$1,287.70
2nd Year	\$1,319.70
Administrative Officer - Grade 1	
1st Year	\$1,368.60
2nd Year	\$1,405.60
Administrative Officer - Grade 2	
1st Year	\$1,428.70
2nd Year	\$1,466.80
Administrative Officer - Grade 3	
1st Year	\$1,513.90
2nd Year	\$1,560.60

Senior Administrative Officer - Grade 1	
1st Year	\$1,623.00
2nd Year	\$1,670.20
Senior Administrative Officer - Grade 2	
1st Year	\$1,722.30
2nd Year	\$1,774.40
Computer Operator - Grade 1	
1st Year	\$896.20
2nd Year	\$919.00
3rd Year	\$954.60
4th Year	\$978.60
Computer Operator - Grade 2	
1st Year	\$986.30
2nd Year	\$1,047.20
3rd Year	\$1,083.50
Computer Programmer	
1st Year	\$1,285.10
2nd Year	\$1,365.80
3rd Year	\$1,510.00
4th Year	\$1,619.90
Operations Centre Communications Assistants	
Trainee	\$1,047.20
1st Year	\$1,115.90
2nd Year	\$1,140.40
3rd Year	\$1,164.20
4th Year	\$1,189.00
Operations Centre Assistant Supervisor	
1st Year	\$1,131.80
2nd Year	\$1,155.80
3rd Year	\$1,180.20
4th Year	\$1,204.60
Operations Centre Senior Supervisor	
1st Year	\$1,228.20
2nd Year	\$1,258.40
Quality Support Coordinator	
1st Year	\$1,513.90
2nd Year	\$1,560.60

41. Climatic and Isolation Allowance

Clause References Description	Description	Rate from 01/07/2017 Per week \$ \$
28(a)	Climatic and Isolation Allowance	4.80
28(b)	Climatic and Isolation Allowance	9.50

P. J. NEWALL, Commissioner

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION) SALARIES AND CONDITIONS
AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 2017/291625)

Before Chief Commissioner Kite

23 October 2017

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
8.	Deferred Salary Scheme
9.	Performance Management and Professional Development
10.	Mobility Provisions
11.	Technological Change
12.	Dispute Resolution Procedures
13.	Duties as Directed
14.	Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions
15.	No Further Claims
16.	Anti-Discrimination
17.	Work, Health and Safety
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Scale

2. Purpose and Principles of This Award

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.
- 2.3 The parties will support chief education officers by:

- (a) providing clear lines of communication on matters affecting individuals and their work;
 - (b) developing individual and collective talents;
 - (c) promoting co-operation and teamwork;
 - (d) recognising individual and team contributions; and
 - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools in carrying out the government agenda;
 - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
 - (c) improve organisation-wide productivity and efficiency;
 - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
 - (e) promoting better and more satisfying jobs;
 - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools on a co-operative, continuing basis by using a consultative approach;
 - (g) maintaining essential standards of employment conditions;
 - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
 - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools, greater customer focus and commitment to quality service and to joint development of performance measures;
 - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
 - (k) improving the effectiveness of the Department.

3. Definitions

- 3.1 "Act" means the *Teaching Service Act* 1980.
- 3.2 "Chief Education Officer" means a person appointed as such by the Secretary under the Act.
- 3.3 "Department" means the Department of Education.
- 3.4 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act* 1996.
- 3.5 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.
- 3.6 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.
- 3.7 "Parties" means the Department and the ISEA.
- 3.8 "Secretary" means the Secretary, Department of Education.

- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Award 2009 published 21 October 2016 (380 I.G. 1292) as varied, or its successor.

4. Qualifications

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
- 4.3 Qualifications for appointment as a chief education officer will be as determined by the Secretary.

5. Salaries and Other Remuneration

- 5.1 Except as otherwise provided in subclause 5.5 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
 - (b) travel or subsistence or motor vehicle allowances;
 - (c) allowances in relation to relocation expenses; and
 - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 shall be entitled to progress to a higher level of salary after each 12 months of service subject to satisfactory performance.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

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

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

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

- 5.6.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
 - 5.6.3.2 any administrative fees.
- 5.6.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 5.6.4.1 Superannuation Guarantee Contributions;
 - 5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
 - 5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

6. Conditions of Employment

- 6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the *Teaching Service Act* 1980 or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.
- 6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions afforded Senior Officers, subject to operational requirements and departmental convenience.
- 6.3 Deduction of Association Membership Fees.
- 6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.
 - 6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
 - 6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.
 - 6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.
 - 6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.
 - 6.3.6 Where an employee has already authorised the deduction of ISEA membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Recreation Leave

- 7.1 Chief Education Officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.

- 7.3 Payment will be made at the chief education officer's salary rate at that time.

8. Deferred Salary Scheme

- 8.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 8.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

9. Performance Management and Professional Development

- 9.1 The performance of chief education officers will be reviewed in accordance with the Department's performance management and development scheme.
- 9.2 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 9.3 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 9.4 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

10. Mobility Provisions

- 10.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department.

11. Technological Change

- 11.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 11.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.
- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the chief education officer may raise the matter with an appropriate officer of the Department with a view

to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.

12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Secretary and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.

12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

13. Duties as Directed

- 13.1 The Secretary, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Secretary may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Secretary pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe, healthy working environment.

14. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions

- 14.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 14.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

15. No Further Claims

- 15.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2019, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
any conduct or act which is specifically exempted from anti-discrimination legislation;

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

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

a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

17. Work, Health and Safety

- 17.1 For the purposes of this subclause, the following definitions shall apply:

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

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

- 17.2 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):

17.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

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

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

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

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

18. Area, Incidence and Duration

- 18.1 This award covers all chief education officers employed by the Department under the Act.

- 18.2 This award replaces and rescinds the Crown Employees (Chief Education Officers - Department of Education) Salaries and Conditions Award 2017 published 16 December 2016 (381 IG 1).

- 18.3 This award shall commence on and from 1 January 2018 and remains in force until 31 December 2019.

PART B**MONETARY RATES****Table 1 - Salary Scale**

Chief Education Officer	Salary from first pay period on or after 1.1.2018 \$	Salary from first pay period on or after 1.1.2019 \$
Increase	2.5%	2.5%
Level 3	172,866	177,188
Level 2	165,748	169,892
Level 1	153,879	157,726

P. KITE , Chief Commissioner

Printed by the authority of the Industrial Registrar.

(1918)

SERIAL C8765

**CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES
AND INNOVATION - WASTE ASSETS MANAGEMENT
CORPORATION) OPERATIONS AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(Case No. 266378 of 2017)

Before Chief Commissioner Kite

19 September 2017

AWARD

Arrangement

PART A

Clause No.	Subject Matter
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2.	Definitions
3.	Parties to the award
4.	Classifications and Salaries
5.	Savings of Rights
6.	Terms of employment
7.	Conditions of employment
8.	Categories of employment
9.	Hours of employment
10.	Start and finish times
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36. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay Landfills

Table 2 - Rates of Pay WAMC Engineering Trades

Table 3 - Allowances

PART A**1. Title**

This award shall be known as the Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Operations Award 2017.

2. Definitions

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the staff member's normal rate of pay.

"Act" means the Waste Recycling and Processing Corporation (Authorised Transaction) Act 2010.

"AMWU" means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

"Casual employee" means an employee not engaged as a weekly employee.

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of Waste Assets Management Corporation for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Corporation" means Waste Assets Management Corporation, as established under the Act.

"Employer" means the Department of Finance, Services and Innovation, Waste Assets Management Corporation.

"Full day" means the standard full-time contract hours for the day, i.e., seven (7) or eight (8) hours depending on the classification of the staff member, or up to 9.5 hours per day, if agreement reached in accordance with Clause 9 - Hours of Employment.

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

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

"On duty" means the time required to be worked for Waste Assets Management Corporation.

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by WAMC and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Overtime" means as defined in the Overtime Clause 17 in this award.

"Part-time Employee" means an employee whose agreed hours are less than full-time hours.

"TWU" means the Transport Workers' Union of Australia.

"Waste Disposal Site" means any site where liquid and/or solid waste is either permanently deposited or converted to an alternative use for recycling and shall include incinerators and/or other means of destruction.

3. Parties to the Award

The parties to this award are the Secretary of the Treasury, Department of Finance, Services and Innovation, the Transport Workers' Union and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch and all employees who are employed in the classifications detailed in Table 1 and Table 2 of Part B, Monetary Rates of this award.

4. Classification and Salaries

The classifications and salary rates are set out in Table 1 and Table 2 of Part B, Monetary Rates of this award.

5. Savings of Rights

At the time of making this award, no staff member covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this award. This clause is not intended to give rise to further claim.

6. Terms of Employment

- 6.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.
- 6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 6.3 Any direction issued by an employer pursuant to paragraphs (a) and (b) hereof shall be consistent with WAMC's responsibilities to provide a safe and healthy working environment.

7. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award, and except where specifically varied by this award, existing conditions are provided for under the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014, the Government Sector Employment Rules 2014, the Crown Employees (Public Service of Conditions of Employment) Reviewed Award 2009, as reviewed or any award replacing this award.

8. Categories of Employment

In consideration of the employment mix required to meet WAMC's operational requirements and client expectations, WAMC may make available the following employment categories.

- (a) Full-Time Employees I Weekly Hire
 - (i) A full-time day employee is an employee who works 38 ordinary hours per week, usually in the form of 7.6 hour days Monday to Friday.
 - (ii) A full-time employee who works on Saturday, Sunday and public holidays will be paid penalty rates in accordance with Clause 16, Public Holidays, and Clause 19, Saturday and Sunday Work, in this award.
 - (iii) A full-time employee who works overtime will be paid in accordance with Clause 17, Overtime in this Award.
- (b) Part-Time Employees

- (i) WAMC may engage part-time employees to work in accordance with an agreed pattern on any seven days of the week at the appropriate rate of pay for the day worked.
 - (ii) A part-time employee is entitled to the pro-rata benefits prescribed by this Award.
 - (iii) The employment of a part-time employee shall be confirmed in writing and the letter shall state the days and times upon which the part-time employee is required to work. The agreed days and times may be altered by agreement between the employee and WAMC, or in the absence of such agreement by the giving of no less than two (2) weeks' notice. This notice period may be changed by mutual agreement. Such alterations will be recorded in writing.
 - (iv) For any hours worked by a Part-Time Employee in addition to those specified in subclause (b) (iii) above, the following shall apply:
 - (1) If the additional hours are on a day that the Part Time Employee was required to work, the additional hours shall be paid at ordinary rates up to a total of 7.6 hours on the day, then at the appropriate overtime rate applicable to a full time employee. Any hours paid at ordinary time rate of pay will be included for the purposes of accruing leave entitlements.
 - (2) If the additional hours are worked on a day that is not one of the agreed days, the additional hours shall be paid at the rate applicable to a full time employee for those hours plus the casual loading specified in Clause 7(d)(i)(1). These hours will not be included for the purposes of accruing leave entitlements due to the loading being paid.
 - (3) The ordinary hours of employment for part time employees for the combined hours worked pursuant to (b) (iv) (1) and (b) (iv) (2) above shall not exceed 38 hours. The application of overtime rates shall be pursuant to clause 17 and clause 19 of this Award.
- (c) Job Share Arrangements
- (i) Job Share is a voluntary arrangement in which one job is shared amongst employees.
 - (ii) Employees may job share under this Award where WAMC approves it.
 - (iii) Job Share arrangements are required to be documented and agreed between the employees and WAMC.
 - (iv) Job Sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one employee were performing the job.
- (d) Casuals
- (i) Rates
 - (1) Casuals shall be paid at the rate prescribed for the appropriate classification in Tables 1-3 in this Award, and in addition thereto 20 percent of such rate. This is calculated as follows:

A casual employee working ordinary time shall be paid 1/38th of the appropriate weekly wage per hour plus a loading of 20%. This additional loading is deemed to include all amounts payable under the Annual Holidays Act, 1944, for annual leave. Casuals are not entitled to any paid leave or payment for public holidays except in accordance with the Public Holidays Clause 18(ii) in this Award. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
 - (2) For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed In the Overtime Clause 19 in this Award shall be payable on the casual rate.

- (ii) Where ordinary hours of work for casual employees are 38 hours per week, the normal start times will be advised to employees by end of the previous shift.

(e) Conversion of Casual Employment

- (i) A casual employee who has been engaged by WAMC on a regular and systematic basis for a sequence of periods of employment under this award during a period of 6 months has the right to elect to have their contract of employment converted to full-time or part-time employment.
- (ii) WAMC must give a casual employee notice in writing of the provisions of Clause 9(e) (i) within four (4) weeks of the right to elect accruing.
- (iii) The employee retains their right of election under the clause even if WAMC fails to comply with Clause (ii).
- (iv) A casual employee who does not, within four (4) weeks of receiving written notice, elect to convert their contract of employment to full-time or part-time employment will be deemed to have elected not to convert.
- (v) Any casual employee having rights under this clause upon receiving notice under Clause (ii), or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to WAMC that they elect to convert their contract of employment to full-time or part-time employment. Within four (4) weeks of receiving such notice WAMC must either consent to or refuse the election but must not unreasonably so refuse.
- (vi) An employee who has worked on a full-time basis throughout the periods 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 part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between WAMC and the employee.
- (vii) Subject to Clause (vi) where a casual employee has elected to convert to full-time or part-time employment, WAMC and the employee must discuss and agree upon:
 - (1) whether the employee will become a full-time or a part-time employee and 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 as provided for in Clause 7(b) (i).
 - (2) A casual employee who has elected to convert to full-time or part-time employment in accordance with this clause may only revert to casual employment by written agreement with WAMC.

(f) Fixed Term/Task/Contract Employees

In the event that an operational requirement is identified, fixed term employees may be considered. This may include operational requirements due to the following reasons which may include but not be limited to special events, abnormal circumstances and identified long term employee absences which required additional coverage, the company may employ a person on a full-time or part-time basis on a fixed term contract to cover that period of time.

9. Hours of Employment

- 9.1 Subject to subclauses 9.3 and 9.4 and the Afternoon and Night Shift Clause 11.1(b) of this award, the ordinary hours of work for all employees shall not exceed 8 hours per day or 38 hours per week to be worked within a work cycle not exceeding 28 consecutive days. Where there is agreement between WAMC, the majority of affected employees and the union, the ordinary hours of work may be up to 9.5 hours per day. Where a change in roster is proposed WAMC will consult with the affected employee

and the Union. Such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.

- 9.2 The suitability of the application of RDOs and flexible rosters will be site specific and based on the following considerations:
- (a) The operational requirements of the business;
 - (b) The commercial requirements of the business;
 - (c) The circumstances of affected employees.
- 9.3 An employee who works ordinary hours on a Saturday and/or Sunday must have two (2) consecutive days off (unless they are worked as overtime).
- 9.4 Employees who are wholly engaged at a landfill may:
- (a) work ordinary hours on a Saturday and shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
 - (b) agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.

NOTE: Employees do not have to work Sunday as an ordinary day but should an employee agree to this change, it will form part of that employee's contract of employment.

WAMC shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the lunch room, but such times shall not be altered unless the employees so affected are given seven (7) days' prior notice of such alteration; provided that in special circumstances, WAMC may, upon giving to the employees a minimum of twelve hours' notice, alter the commencing times of employees.

10. Start and Finish Times

- 10.1 Within the limits prescribed in this clause, each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- 10.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when the ordinary hours as applied in accordance with Clause 9, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 10.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 10.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for their ordinary hours of work shall be paid only for the actual hours worked.
- 10.5 WAMC may only alter the time and place fixed in accordance with this clause, by notice posted for seven (7) days at the workplace or other agreed starting place, provided that the start time may be changed where it is necessary for reasons beyond WAMC's control, by notification before the end of the previous day's work or with 24 hours' notice where work has not been performed the previous day.
- 10.6 Time spent by employees washing up shall not count as time worked after the completion of work.

11. Afternoon and Night Shift Work

- 11.1 For the purposes of this clause:
- (a) "Afternoon shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from 4:00pm to midnight inclusive on any Monday to Sunday.
 - (b) "Night shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from midnight to 4:00am inclusive on any Monday to Sunday.
- 11.2 Employees who perform work on an afternoon shift from Monday to Friday (inclusive) shall be paid a loading of 20% in addition to their ordinary rate of pay.
- 11.3 Employees who perform work on a night shift from Monday to Friday (inclusive) shall be paid a loading of 30% in addition to their ordinary rate of pay.
- 11.4 Notwithstanding anything contained in this clause, a night shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.
- 11.5 Notwithstanding anything contained in this clause, employees may only work ordinary hours on a Saturday or Sunday in the circumstances and subject to the conditions prescribed by subclauses 9.3, 9.4 and 9.5 of the Hours of employment clause in this award.
- 11.6 Notwithstanding anything contained in this clause, employees who work afternoon or night shift on a Saturday or Sunday will not be entitled to any shift loading, but will be paid at the rates for Saturday and Sunday work.

12. Meal Times

Employees shall be allowed a break for a meal each day of not more than one (1) hour's duration which shall be taken, as far as practicable, within a period of five (5) hours of commencing work; provided that such arrangement may be altered by agreement between WAMC and the employees

13. Payment of Wages

- 13.1 The official pay day will be Wednesday.
- 13.2 The processing of wages shall be as follows:

Wages shall be paid weekly by electronic funds transfer. Wages shall be generated for disbursement on the Monday (except where a public holiday falls on the Monday in which case processing will be deferred until the Tuesday), and will include payment for all approved hours worked by employees for the previous week, Monday to Sunday inclusive, as recorded in the Mitrefinch system.

- 13.3 No employee should have the pay day changed unless given at least seven (7) days' notice.

14. Public Holidays

- 14.1 The days upon which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day (or Labour Day), Christmas Day (25th December) and Boxing Day, together with any other days or half days which may be proclaimed as gazetted holidays.
- (a) Weekly Employees - All work performed on any of the abovementioned days (except Christmas Day and Good Friday) shall be paid at the ordinary rate of pay for a rostered working day multiplied by two and one-half (2½) with a minimum payment as for 7 hours 36 minutes. For all work performed on Christmas Day and Good Friday, the ordinary rate of pay for a rostered working day multiplied by three shall be paid with a minimum payment as for 7 hours 36 minutes work.

- (b) Casual Employees - For all time worked by casual employees on a public holiday, except Christmas Day and Good Friday, a casual employee shall be paid the ordinary casual rate of pay multiplied by two and one-half (2½) with a minimum payment as for 7 hours, 36 minutes, and for all time worked by casual employees on Christmas Day and Good Friday, a casual employee shall be paid the ordinary rate of pay multiplied by three with a minimum payment as for 7 hours, 36 minutes.
- 14.2 In any week during which a holiday is observed on any day Monday to Friday inclusive, the ordinary working time of such week shall be reduced by eight (8) hours for each holiday occurring.
- 14.3 No deduction of wages shall be made from the wages of a weekly employee who is not required to work on a holiday, provided that an employee who is required to work on a public holiday and who fails to report for duty shall not be paid for that holiday unless such employee is absent from work with reasonable excuse.
- (NOTE: Due to the nature of the industry having regard to public health, employees are normally required to work on public holidays.)
- 14.4 For the purposes of this Award, 'Christmas Day' shall be 25 December in each year.
- 14.5 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 in this Award for the employee concerned by 38.
- 14.6 Casual Employees - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

15. Overtime

- 15.1 All time worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter until the employee ceases duty or the ordinary starting time is reached, whichever first occurs.
- 15.2 When an employee is called upon to work overtime on a week day and works 2 or more hours of such overtime, such employee shall be supplied by WAMC with a suitable meal or be paid the sum specified in Table 3 of this Award in lieu thereof. Thereafter for every further four (4) hours of overtime worked a further meal shall be provided or a further meal allowance paid in lieu thereof.
- 15.3 When an employee is called upon to work overtime on weekends, a meal allowance will be paid after the first two hours of work and then after a further 4 hours continuous work. The maximum number of meal allowances that are payable on any weekend day is two per day.
- 15.4 An employee may be directed by WAMC to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to employee health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (d) the notice (if any) given by WAMC regarding the working of the overtime, and by the employee of their intention to refuse overtime; and
 - (e) any other relevant matter,

- 15.5 Payment for overtime shall be made only where the employee works authorised. (i.e. approved or directed) overtime.
- 15.6 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 In this Award for the employee concerned by 38.

16. Time Off in Lieu of Payment for Overtime

- 16.1 An employee may elect, with the consent of WAMC, to take time off in lieu of payment for overtime at a time or times agreed with WAMC within twelve (12) months of the said election.
- 16.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 16.3 If, having elected to take time as leave in accordance with paragraph (a) above, and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- 16.4 Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the Award.
- 16.5 Time off in lieu shall be taken at a time mutually suitable to WAMC and the employee.

17. Saturday and Sunday Work

- 17.1 An employee required to work on a Saturday, where it is not worked as an ordinary day, shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.
- 17.2 An employee who is required to commence work on a Saturday at 12 noon or thereafter, other than an employee working an ordinary shift, shall be paid at double time for all time worked in lieu of the rate prescribed In paragraph (a) of this subclause,
- 17.3 An employee required to work on a Sunday, other than an employee who has agreed to work Sunday as an ordinary day, shall be paid at the rate of double time for all time worked, with a minimum payment as for four (4) hours' work at the appropriate 'rate of pay, whether the employee works for that period of time or not.
- 17.4 For all work performed on Easter Sunday, the rate of double time and one-half shall be paid with a minimum payment as for four (4) hours, provided that such work continues until the employee is released from duty by WAMC.
- 17.5 The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate of pay prescribed in Tables 1 and 2.

18. Recall

- 18.1 An employee recalled to work overtime after leaving WAMC's business premises shall be paid for a minimum of four (4) hours' work at the appropriate rate for each time the employee is so recalled; provided that, any subsequent call-backs occurring within a four hour period shall not attract any additional payment, provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job the employee was recalled to perform is completed within a shorter period.
- 18.2 This subclause shall not apply in cases where it is customary for an employee to return to WAMC's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

19. On Call (Stand-By)

When an employee is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made in accordance with Table 3 Allowances.

20. Mixed Functions

- 20.1 Where an employee is called upon in any day to do any work for which a higher rate of pay is payable than the employee's ordinary rate of pay:
- (i) where the time worked is less than 4 hours, the employee will be paid the higher rate for the time worked; and
 - (ii) where the time worked is 4 hours or more, the employee will be paid the higher rate for the whole day
- 20.2 When an employee is called upon to do any work for which a lower rate of pay is so prescribed, such employee shall suffer no reduction in pay during such period.

21. First Aid Allowance and Emergency Transportation

- 21.1 An employee appointed as a First Aid Officer shall be paid a First Aid Allowance at the rate appropriate to the qualifications held by such employee as specified in Table 3 in this award.
- 21.2 The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave, which exceeds four weeks.
- 21.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 21.4 In the event of any serious accident happening to any employee or casual employee whilst on duty at no cost to the employee, WAMC shall provide appropriate emergency transport facilities to the nearest hospital or doctor.

22. Allowance Payable for Use of Private Motor Vehicle

An employee who, with the approval of the WAMC, uses a private motor vehicle for work shall be paid an appropriate rate of allowance as provided in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time.

23. Compensation for Loss Or Damage to Private Property

- 23.1 If damage or loss of the employee's private property occurs during the course of employment and a Workers compensation claim is rejected, WAMC may compensate an employee for damage or loss to private property.
- 23.2 For the purpose of this subclause, personal property means an employee's clothes, spectacles, hearing aid, and tools of trade or similar items which are ordinarily required for the performance of the employee's duties.

24. Absence from Work

- 24.1 An employee must not be absent from work unless reasonable cause is shown.
- 24.2 If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave and WAMC shall deduct from the pay of the employee the amount equivalent to the period of the absence.

- 24.3 The minimum period of leave available to be granted shall be a quarter day, unless agreed between the employee and WAMC to allow for a lesser period to be taken.
- 24.4 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.
- 24.5 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

25. Driver's Licence

Where an employee's role requires them to hold a current licence, the following shall apply:

- (a) Upon request, the employee will produce a copy of the licence to WAMC.
- (b) Employees must immediately notify WAMC of any situation which may result, or has resulted, in a variation, suspension or cancellation of their licence.
- (c) Where an employee is unable to meet the requirements of their classification, through the suspension or cancellation of that employee's licence, that employee's services may be terminated.

26. Anti-Discrimination

It is the intention of the parties bound by this award to seek to achieve the objectives of the relevant State and Federal legislation to prevent and eliminate discrimination in the workplace. This includes but is not limited to discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

27. General Induction Program

WAMC conducts a site induction program to familiarise new employees with specific site safety requirements, job and WAMC's requirements and conditions of employment.

28. Safety Induction Training

- 28.1 The purpose of this clause is to:
- (a) ensure that employees are certified as competent to a recognised industry standard.
- (b) encourage the attainment of a transferable skills base in occupational health and safety training for employees.
- 28.2 Employees must complete the training set out in paragraph 30.1) above within two (2) months of the commencement of his or her employment with an employer if the employee has not previously completed the training.
- 28.3 WAMC's obligations under subclauses 30.1 and 30.2 above will not apply to a casual employee unless the engagement has been on a regular and systematic basis for a period of at least two (2) months.
- 28.4 If an employee or prospective employee is required to undergo training pursuant to subclause 30.1 above, either prior to or after commencing employment, WAMC will pay the employee or prospective employee an hourly rate for the actual hours spent in attending the training (excluding travel time). The hourly rate will be determined by dividing the weekly rate applicable for the employee's classification or proposed classification by 38 hours and will not include payment for any overtime or any other penalties including but not limited to allowances, shift allowances or loadings. An employee shall suffer no loss of ordinary time earnings as a result of attendance at training provided pursuant to subclause 30.1 above.

29. Code of Ethics and Conduct

- 29.1 Staff are required to become familiar with the WAMC Code of Ethics and Conduct.
- 29.2 Staff are required to abide by this Code and perform their duties In accordance with the spirit and intent of the Code of Ethics and Conduct.

30. Workplace Health, Safety and Environment Commitment

The Department and its employees are committed to ensuring the highest standards of workplace health and environmental safety for all employees at workplaces. The employer and employees will work together in developing, implementing and maintaining systems of work designed to:

Provide safe and healthy work environments

Promote a safety conscious work culture

Eliminate or minimise hazards

Provide appropriate information, instructions and training for employees

Provide and use appropriate protective clothing

Maintain and care for equipment

Provide and participate in safety programs and initiatives

Report all injuries on the day of occurrence to the immediate Supervisor/Manager

Report all incidents on the day of occurrence to the immediate Supervisor/ Manager

31. Transfer to Available Work

- 31.1 Should there be an oversupply of labour due to completion of contracts, a general downturn of industry, where insufficient work exists, or for any other justifiable reason, WAMC may transfer an employee to another location within the Greater Sydney metropolitan area where there is available work.
- 31.2 The transfer can be for a temporary, fixed or on a permanent basis.
- 31.3 The employee shall be consulted and be provided with an opportunity to discuss with WAMC their specific circumstances. Such consultation shall provide the employee with an opportunity to consider any proposed transfer to available work being offered by WAMC. This consultation is to occur prior to any decision being made by WAMC.
- 31.4 WAMC shall consider any personal circumstances of the employee before implementing a decision resulting from 33.2 above.

32. Closedown Provisions

- 32.1 Where WAMC has a requirement for operational, mechanical, health, safety and/or environment to temporarily close down a site or part of it, the following shall apply:
- (a) WAMC commits to communicate and consult with affected employees and the Union regarding the implementation of a close down. WAMC will advise affected employees as soon as practically possible;
- (b) WAMC will advise employees and the Union as soon as practical and will not provide less than four (4) weeks' notice;

- (c) WAMC undertakes where an annual close down is required to utilise the resources of the employees on site wherever possible;
- (d) WAMC will transfer employees to alternative sites wherever possible provided that the employees can be utilised at the alternative sites;
- (e) WAMC may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:
 - (1) An employee who has accrued sufficient leave to cover the period of the close down is allowed leave and also paid for that leave at the appropriate wage in accordance with Clause 4; and
 - (2) An employee who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and
 - (3) Any leave taken by an employee as a result of a close down pursuant with this clause also counts as service by the employee with their employer; and
 - (4) WAMC may only close down the enterprise or part of it pursuant with this clause for one or two separate periods in a year; and
 - (5) If WAMC closes down the enterprise or part of it pursuant with this clause in two separate periods, one of the periods must be for a period of at least seven (7) consecutive days, including non-working days; and
 - (6) WAMC and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant with this clause for three separate periods In a year provided that one of the periods is a period of at least seven (7) days, Including nonworking days; and
 - (7) WAMC may close down the enterprise or part of it for a period of at least seven (7) days, including non-working days, and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

32.2 The total combined close down period as outlined in subclauses 32.1(e) (6) and 32.1(e) (7) shall not exceed 10 consecutive annual leave days.

33. Grievance and Dispute Handling Procedures

- 33.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 33.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 33.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- 33.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- 33.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary or delegate.
- 33.6 The Secretary or delegate may refer the matter to the PSIR Branch, NSWIR for consideration.
- 33.7 If the matter remains unresolved, the Secretary or delegate shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 33.8 A staff member, at any stage, may request to be represented by their Union.
- 33.9 The staff member or the Union on their behalf or the Secretary or delegate may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 33.10 The staff member, Union, Department and PSIR Branch, NSWIR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 33.11 Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

34. Consultation

- 34.1 Employer to notify
- 34.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- 34.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 34.2 Employer to discuss change
- 34.2.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 34.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 34.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 34.1.
- 34.2.3 For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

34.3 Employees affected by workplace change will be managed in accordance with the NSW Government's Managing Excess Employees Policy, as amended from time to time.

35. No Extra Claims

35.1 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 14 September 2018 by a party to this Award.

36. Area, Incidence and Duration

- 36.1 This award applies to all staff of the Department of Finance, Services and Innovation attached to the Waste Assets Management Corporation in the classifications listed in Table 1 and Table 2 of Part B, Monetary Rates.
- 36.2 This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Operations Award 2016, published 21 October 2016 (380 I.G. 938). This award shall take effect from the beginning of the first pay period to commence on or after 15 September 2017 and remains in force for a period of 12 months' or until varied or rescinded

PART B

MONETARY RATES

Table 1 - Rates of Pay Landfills

Employees in the classifications set out below shall be paid in accordance with the wages table below.

Classification - Grade Includes those employees engaged in the operations associated with transfer stations.		Weekly rate First Full pay period on or after 15 September 2017
Depot Hand - 1	Litter control, cleaning, pump operation, Litter control, cleaning, pump operation, customer service, traffic control, operator in training, leachate, stormwater wheel wash resource recovery. and general duties	\$1,044.20
Operator - 2	All previous + competent packer & fixed plant operation	\$1,047.30
Operator - 3	All previous + ticketed and assessed to operate: loader / backhoe or excavator less than or equal to a manufacturer's classification of 10 tonnes or a trainee docker or forklift or skid steer or telescopic loader < a manufacturer's classification of 3.5 tonnes or tractor/slasher and associated attachments.	\$1,061.00
Operator - 4	All previous + excavator greater than a manufacturer's classification of 10 tonnes and less than or equal to a manufacturer's classification of 20 tonnes	\$1,076.40
Operator - 5	All previous + Shredder Operator	\$1,097.90
Operator - 6	Ticketed and assessed for dozers up to Caterpillar 09 or equivalent capacity, graders, dump trucks, compactors, rollers, scrapers, excavator greater than a manufacturer's classification of 20 tonnes	\$1,300.60

Operator -7	All the above + operate dozers equal to or larger than a Caterpillar 010 or equivalent capacity.	\$1,310.80
Weighbridge		
Weighbridge Trainee - 1	Trainee weighbridge, checklist requirements	\$1,004.10
Weighbridge - 3	Weighbridge Operator, including data entry	\$1,061.00
Weighbridge - 5	Weighbridge operator- additional duties including all of: ordering, run sheet/data input, site fuel control, training (not including induction training) compliance and data entry, contacting replacement employees.	\$1,097.90
Allowances - supervisory allowances subject to operational and commercial requirements		
Leading Hand	Paid when having direct responsibility for over 3 and up to 8 other employees. In order to receive this allowance, any employee required to perform the duties of Leading Hand will be required to be the first point of contact for issues that arise during the working day. The Leading Hand will determine appropriate action or seek advice from a Supervisor or Manager if unclear as to an appropriate action to take.	\$35.85 pw
Assistant Supervisor	Paid when having direct responsibility for over 8 employees. In order to receive this allowance, any employee required to perform the role of Assistant Supervisor will have most (if not all) of the competencies to perform the roles under their supervision and has the relevant licences required to perform this role; or has demonstrated ability to attain these competencies within a defined time. The duties of an Assistant Supervisor include: Provide a first point of contact for issues that arise; Assist with the delegation of work; Assist with reporting, incident investigations; Assist with ensuring adherence to WAMC's customer service standards; Support the application of safety standards in the work area	\$71.74 pw
Site Supervisor	Paid at the highest applicable rate for the group of employees that is being supervised and weekly allowance. To receive this allowance, any employee required to perform the duties of Supervisor has all the competencies to perform the roles under their supervision and has the relevant licences required to perform this role. The duties of a Supervisor include but are not limited to: Delegate work on a day-to-day basis; Carry out tasks such as reporting, incident investigations; Oversee adherence to WAMC's customer service standards; Ensure safety standards are applied in the work area; General administrative functions	\$179.32 pw

*All employees are required to perform the duties applicable to their level of work, as well as work of lower classifications from time to time.

Payments:

Over the term of this Award WAMC will pay the applicable Weekly Base Rate from the first full pay period commencing on or after the dates in this schedule based upon employees commitment to implement productivity and operational improvements from the first full pay period commencing on or after the dates in this table.

Productivity and Operational Improvements:

Employees and Management will work together to achieve the following specific targets, without increasing resources;

1. An improvement in Lost Time Injury Frequency Rate (LTIFR) to <10;
2. Improved Resource Recovery;
3. Achieve the targeted compaction rate for the site;
4. Achieve targeted turnaround times of <20 minutes at landfill operations.

Operational Improvements which shall include but are not limited to:-

5. Employees will work with management to implement health and safety programs to avoid lost time. These initiatives will include but are not limited to:
 - a. Verbally report all Injuries on the day of occurrence to the immediate Supervisor / Manager prior to the employee ceasing duty,
 - b. Verbally reporting all incidents on the day of occurrence to the immediate Supervisor /Manager prior to the employee ceasing duty,
 - c. participating in OH&S consultative committees,
 - d. advising treating doctors of WAMC's return to work programs,
 - e. working with management to prepare return to work programs in the event of a lost time incident;
 - f. being available to meet with the supervisor/Manager for injury / incident discussion prior to ceasing duty (except where urgent medical attention is required).
6. Employees will support WAMC's Integrated Management System.
7. Work with management to achieve compaction targets for each landfill. Where applicable utilize new technology to monitor compaction and modify work practices for operating machinery to achieve targeted compaction rates.

Table 2 - Rates of Pay WAMC Engineering Trades

WAMC Classification Level	Weekly Rate
Leading Hand Mechanic	\$1,484.60
Mechanic	\$1,484.60
Trades Assistant	\$1,061.20

These rates are all inclusive and cover all allowances and special rates covered in previous agreements and awards, unless otherwise specified in this Award.

Table 3 Allowances

Allowances	Weekly amount
Mechanic Supervisor	Responsible for supervising a designated work group, allocating and controlling work and completing necessary administrative tasks. \$120.48 per week
Tool Maintenance	Supply and maintain a personal toolkit to the level agreed with the supervisor \$24.10 per week

Meal Allowance	This allowance is paid when a meal allowance is required in accordance with this Award	\$15.65 per meal period
First Aid Allowance	This allowance is paid to nominated employees who are trained and qualified to render first aid.	\$19.77 per week

Explanatory Notes in relation to Tables 1 - 3:

- * All rates in Tables 1 and 2 incorporate the Disability Allowance and Additional Sick Leave Allowances.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) WAGES STAFF AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(Case No. 333470 of 2017)

Before Commissioner Seymour

27 November 2017

AWARD

PART A

1. Arrangement of Award

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|-----|-----------------------------------------|
| 1. | Arrangement of Award |
| 2. | Definitions |
| 3. | Parties |
| 4. | Incidence and Period of Operation |
| 5. | Workplace Reform |
| 6. | Categories of Employment |
| 7. | Rates of Pay |
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| 21. | Deduction of Union Subscriptions |
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| 23. | Relationship to Awards, Agreements etc. |
| 24. | Award Safety Net |
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| 26. | Assistance with Public Transport |
| 27. | No Extra Claims |

Appendix One - Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities of Staff Members

Appendix Two - Apprentices

Appendix Three - Competency Based Promotion

PART B - RATES, AND ALLOWANCES

RATES

Table 1 A - Wages Classification and Salary Schedules

Table 1 B - Survey and Spatial Classification and Salary Schedule

Table 1 C - Apprentices Classification and Salary Schedule

Table 2 - Allowances

2. Definitions

- 2.1. "Department" and "employer" means the NSW Department of Finance, Services and Innovation.
- 2.2. "Secretary" means the Secretary of the NSW Department of Finance, Services and Innovation.
- 2.3. "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the Department.
- 2.4. "Award" means any award made pursuant to the provisions of the *Industrial Relations Act 1996*.
- 2.5. "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- 2.6. "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the *Industrial Relations Act 1996*.
- 2.7. "Industrial Authority" means the Public Service Commission, as constituted under the *Government Sector Employment Act 2013*, the Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014.
- 2.8. "Union" means the:
- The Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch
- Electrical Trades Union of Australia, New South Wales Branch;
- The Australian Workers' Union, New South Wales;
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;
- Transport Worker's Union of Australia, New South Wales Branch;
- having regard to their respective coverage.
- 2.9. "WH&S" means work, health and safety as defined by the *Work, Health and Safety Act 2011* (NSW).

3. Parties

- 3.1. This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:
- The Department of Finance, Services and Innovation.

Secretary of the Treasury

Construction, Forestry, Mining and Energy Union

(Construction and General Division) NSW Divisional Branch

Plumbers Union NSW

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, New South Wales

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

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

4. Incidence and Period of Operation

- 4.1. This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2. This award shall take effect from the first full pay period to commence on or after 1 July 2017. This award remains in force until 30 June 2018 or until varied or rescinded.
- 4.3. The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.
- 4.4. This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2016 published 24 November 2017 (382 I.G. 1), as varied.

5. Workplace Reform

- 5.1. The parties to this Award agree that the process of continual improvement and workplace reform will continue in order to achieve the business objectives of the Department.
- 5.2. Workplace Reform includes:
 - 5.2.1. consultation with the parties on implementation.
 - 5.2.2. ensuring equal employment opportunity and recognition of merit.
 - 5.2.3. an emphasis on developing conceptual and strategic skills, focusing on value-adding activities.
 - 5.2.4. the redesign of jobs and multi skilling initiatives following the implementation of the Department's wage structure.
 - 5.2.5. the elimination of artificial barriers in career paths and provision of relevant supervisory and managerial training.
 - 5.2.6. benchmarking against comparative private sector organisations.
 - 5.2.7. making changes to working arrangements through consultation and cooperation.
 - 5.2.8. workplace communication to ensure there is a clear and common understanding of Department's objectives.

- 5.2.9. innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

6. Categories of Employment

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

7. Rates of Pay

- 7.1. The classifications and salary rates are set out in Table 1 - Wages Classification and Salary Schedules of this Award.
- 7.2. The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.

- 7.3. Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.
- 7.4. Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award in Table 1 Part D:
- 7.4.1. Stonemason-carvers in item 25
- 7.4.2. Electricians in item 26
- 7.4.3. Plumbers (Welders special) in item 27

8. Allowances

- 8.1 In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees except as provided by this Award. This is to simplify administration and provide consequent savings.
- 8.2 Specific conditions relating to items listed below shall operate as provided by this clause:
- 8.2.1 Excess Fares and Travelling Time
- 8.2.2 Distant Work
- 8.2.3 Payment for Loss of Tools
- 8.2.4 Tool Allowance
- 8.3 Fares And Travelling Time
- 8.3.1 An allowance listed in Table 2 item 28, comprising of an amount for fares and for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.
- 8.3.1.1 An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.
- 8.3.1.2 Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.
- 8.3.2 Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance listed in Table 2 at item 29.
- 8.3.3 An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.
- 8.3.4 The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.

8.4 Distant Work

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

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

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

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

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

8.4.5.1 the completion of the project; or

8.4.5.2 within three months of its being worked; or

8.4.5.3 is paid at ordinary rates.

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

8.4.6.1 who leaves of their own free will; or

8.4.6.2 is dismissed for misconduct

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

8.4.7 Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid to cover the expenses, if any, of reaching home and of transporting tools, of an amount listed in Table 2 item 30.

8.4.8 On Distant Work the Department shall provide reasonable board and lodging or pay the allowance amount listed in Table 2

8.4.8.1 for each day residing away from the usual place of residence in item 31 or

8.4.8.2 for each week of seven calendar days in item 32.

8.4.9 Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting,

good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

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

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

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

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

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

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

8.5 Payment For Loss of Tools

8.5.1 An employee shall be reimbursed by the Department to a maximum amount listed in Table 2 item 33 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

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

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

8.5.4 Provided that for the purposes of this subclause:

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

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

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

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

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

8.6 Tool Allowance

8.6.1 Tool Allowances payable to Wages Staff shall be those set out in Table 1:

8.6.1.1 Item 34:

Carpenter/Joiner
Stonemason-carver
Stonemason
Plumber
Electrician
Plasterer

8.6.1.2 Item 35:

Bricklayer

8.6.1.3 Item 36:

Slater & Tiler

8.6.1.4 Item 37:

Painter

8.7 All Purpose Payment in Lieu of Certain Allowances

8.7.1 The provisions of this subclause do not apply to:

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

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

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

8.7.2.1 Clause 4, Allowances, shall continue to be paid:

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

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

8.7.3.1 For all Heritage and Building Services Group employees and apprentices, other than slaters, plumbers and plumbing apprentices as listed in Table 2 item 38.

8.7.3.2 For slaters, plumbers and plumbing apprentices, as listed in Table 2 item 39.

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

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

8.8 Thermostatic Mixing Valves Allowance

8.8.1 An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid an amount listed in Table 2 item 40, while undertaking inspection and certification of thermostatic mixing valves.

8.9 Driving Van Allowance

8.9.1 Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance per day as listed in Table 2 item 41. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

8.10 Allowances Review

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

8.10.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

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

9. Pay Arrangements

9.1. Fortnightly Payment

9.1.1. Employees shall be paid fortnightly.

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

9.2. Leave Loading

- 9.2.1. Recreation leave loading has been incorporated in wages through a 1.35% wage adjustment paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

10. Hours of Work

- 10.1. Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.
- 10.2. Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.
- 10.3. Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.
- 10.4. Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.
- 10.5. Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.
- 10.6. Five hour break: an employee should not work for more than 5 hours without a break for a meal.
- 10.7. Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:
- 10.7.1. the prescribed weekly hours of duty;
 - 10.7.2. the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
 - 10.7.3. the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.
 - 10.7.4. the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- 10.8. Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

11. Overtime

- 11.1 Overtime provisions, including payment for meals, as provided by clause 9, Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.
- 11.2 An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

12. Career Development and Training

- 12.1. The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:
 - 12.1.1. assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.
 - 12.1.2. assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;
 - 12.1.3. ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills.
- 12.2. The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.

Approved training will be conducted without loss of pay.

13. Rostered Days Off

- 13.1. Rostered Day Off (RDO) provisions, as provided by Clause 2. Hours - Day Workers of the Crown Employees (Skilled Trades) Award shall apply to all employees along with the following provisions of this clause.
- 13.2. The parties agree that employees will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between employees and the Department in determining rostered days off.
- 13.3. This will result in Department's projects having adequate numbers of employees on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.
- 13.4. There will be appropriate records kept of the date an employee has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the employee, on request.

14. Performance Management

- 14.1. The parties to this Award are committed to the introduction of performance management for employees. As part of this process a performance management program shall be introduced for all employees immediately after the making of this Award.

15. Relocation Package

- 15.1. Negotiated benefits for employees required by the Department to relocate will be agreed with individual employee prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.
- 15.2. The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by employees as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.
- 15.3. The scope of the package must be defined in broad terms at the time of acceptance of the new position.

16. Leave

16.1. All Awards, Agreements and Determinations relating to leave continue to apply to employees with the exception of the subclauses set out below.

16.1.1. Annual Leave Loading

Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

16.1.2. Family And Community Service Leave

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

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

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

Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

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

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

Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and

Absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.

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

The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater:

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

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

If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.

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

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

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

16.1.3. Sick Leave

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

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

16.1.4. Paid Parental Leave

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

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

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

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

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

Parental leave is available to male or female staff.

16.1.5. Paid Maternity Or Adoption Leave

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

16.1.6. Extended Leave After 7 Years' Service

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

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

16.1.7. Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

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

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

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

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

16.1.8. Public Holidays Whilst On Extended Leave

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

In respect of public holidays that fall during a period of double pay extended leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

17. Grievance and Dispute Resolution

- 17.1. Subject to the provisions of the *Industrial Relations Act 1996*, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2. An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

- 17.3. The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 17.4. If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.
- 17.5. If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.6. An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
- 17.7. Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.8. Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

18. Anti-Discrimination

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

18.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

19. Consultative Arrangements

- 19.1. The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.
- 19.2. The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.
- 19.3. The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 19.4. The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 19.5. Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:

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

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

Electrical Trades Union of Australia, New South Wales Branch

Australian Workers' Union, Greater New South Wales Branch

19.6. Mass Meetings

- 19.6.1. Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

20. Workplace Representatives

20.1. Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.

20.2. Trade Union Training

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

21. Deduction of Union Subscriptions

21.1. Subject to an employee making written authorisation, the Department shall deduct from the employee's remuneration, subscriptions payable to a nominated industrial organisation of employees and shall pay the deducted subscriptions to such organisation.

22. Private Use of Business Vehicles

- 20.1. Employees, in accordance with the Department's Motor Vehicle Policy and subject to availability of motor vehicles and management approval, may use Departmental vehicles for private purposes.

23. Relationship to Awards, Agreements Etc.

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

Crown Employees (Skilled Trades) Award, Clause 4 - Allowances

24. Award Safety Net

- 24.1. If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.
- 24.2. Such higher rates shall be paid from the date ordered by the IRC.
- 24.3. Should the IRC increase wage rates and allowances in the Award which previously applied to an employee's position to an amount still below that payable to an employee under this Award, then the Department will continue to pay the higher amount set out in this Award in lieu of the Award wage rates and allowances.
- 24.4. The wage rate increase of 1.35%, paid for the inclusion of leave loading in wage rates, shall not be taken into account when considering the relative wage rates mentioned in the preceding paragraph.

25. Leave Reserved

- 25.1. Leave is reserved to any party to the award in relation to the following matters:
- 25.1.1. The implications of any negotiated outcome between the parties or arbitrated decision with regard to the Secure Employment Test Case on employees covered by the award.
- 25.1.2. The inclusion in the award of a suitable Trade Union Delegates Activities clause, with specific reference to the provisions existing within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

26. Assistance with Public Transport

- 26.1. The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.
- 26.2. Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

27. No Extra Claims

- 27.1 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 tribunal.

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

APPENDIX ONE

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

Levels 1 to 6

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

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

<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p> <p>765</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site.</p> <p>Anticipates and plans for constant changes to the work environment.</p>
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<p>5 (105%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment.</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>
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<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p> <p style="text-align: center;">767</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
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Level 7 to 9

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

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

Level	Definition	Scope of Work
<p>10 (133% 135%)</p>	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&S requirements.</p> <p>A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:</p> <p>Understands and applies quality assurance techniques.</p> <p>Possesses excellent interpersonal as well as oral and written communication skills.</p> <p>Exercises keyboard/computer skills in contract administration, job programming and estimating.</p> <p>Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts.</p> <p>Is aware of WH&S principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contracts.</p> <p>Is aware of and applies Equal Employment Opportunity principles.</p>	<p>Indicative of the tasks which an employee at this level may perform are:</p> <p>Understands and applies computer techniques as they relate to estimate and job control.</p> <p>Has a sound knowledge of the Department operations and procedures as they relate to project supervision and control.</p> <p>Possesses skills to enable the preparation of quantities for progress payments.</p> <p>Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects.</p> <p>Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work.</p> <p>Provide reports and assessment of work in progress, work ahead and general matters as required.</p> <p>Liaise with other sections of the Department, client Departments and Authorities as required.</p> <p>Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets.</p> <p>Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions.</p> <p>Recommend acceptance of quotations and issue of local orders within authorities as determined.</p> <p>Provide relief at Level 11 as required.</p> <p>Other duties as directed.</p>

Level 11 to 12

Level	Definition
<p>11 (139% 147%)</p>	<p>An employee who:</p> <ul style="list-style-type: none"> a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&S requirements. <p>In addition this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <ul style="list-style-type: none"> co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour. ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations. estimate, prepare specifications and documentation on all phases of major and minor projects, as required. issue site instructions and recommend alternative construction methods, as necessary. <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of WH&S principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p>

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

APPENDIX TWO**APPRENTICES**

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

1. Leave

Clause 16. - Leave of this Award shall have effect to the extent that it is inconsistent with Clause 30 - General Leave Conditions and Accident Pay of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages - Refer to Table 3 - Apprentice Classification and Safety Schedules

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

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

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under 8.3 of this Award.

Apprentices to the electrical/electronic trades shall be paid the Tool Allowance in clause 8.6.1.1 at item 34 of Table 2 - Allowances of this Award in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of clause 8.3 of this Award.

6. All Purpose Payment in Lieu of Certain Allowances

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

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

(4) Electricians

(6) Plumber and Drainer

(12) Registration Allowance

(41) Asbestos

(44) Asbestos Eradication

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

For all Heritage and Building Services Group apprentices, other than plumbing apprentices, shall be as listed in Table 2 item 42

For plumbing apprentices as listed in Table 2 item 43.

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

APPENDIX THREE

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

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

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

BUILDING GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

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

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

HERITAGE SERVICES GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling
 Painting or Forklift Operation
 Gyprock/Ceiling Fixing
 Concreting/Brickwork
 Site Restoration (int/ext)
 First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

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

STONEMASONS

For the above purposes, complicated stones are those that:

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

Examples include:

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

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

LABOURERS

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

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling
 Rendering
 Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

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

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

GENERAL

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

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

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

PART B

RATES & ALLOWANCES

Rates

From the first full pay period on or after 1 July 2017, the rates of pay set out under the heading 2017/18 shall be payable. These rates represent a 2.50% wage increase from 1 July 2017.

Legend: pf = per fortnight, pw = per week, pd = per day, ph = per hour

Table 1 Part A - Wages Classification and Salary Schedules						
Item	Award Code	Clause	Description		2016/17	2017/18
Percentage increase for wage and wage related allowances					2.5%	2.5%
1	1279	7.1	Level 1	92%	1,911.51 pf	1959.30 pf
2	1279	7.1	Level 2	95%	1,975.35 pf	2024.70 pf
3	1279	7.1	Level 3	97.50%	2,029.25 pf	2080.00 pf
4	1279	7.1	Level 4	100%	2,077.64 pf	2129.60 pf
5	1279	7.1	Level 5	105%	2,194.81 pf	2249.70 pf
6	1279	7.1	Level 6	110%	2,285.57 pf	2342.70 pf
7	1279	7.1	Level 7	115%	2,389.58 pf	2449.30 pf
8	1279	7.1	Level 8	120%	2,493.03 pf	2555.40 pf
9	1279	7.1	Level 9	126%	2,618.17 pf	2683.60 pf
10	1279	7.1	Level 10 Step 1	133%	2,755.10 pf	2824.50 pf
11	1279	7.1	Level 10 Step 2	135%	2,814.21 pf	2884.60 pf
12	1279	7.1	Level 11 Step 1	139%	2,896.63 pf	2969.00 pf

13	1279	7.1	Level 11 Step 2		2,958.16 pf	3032.10 pf
14	1279	7.1	Level 11 Step 3	147%	3,065.88 pf	3142.50 pf
15	1279	7.1	Level 12 Step 1	152%	3,161.13 pf	3240.20 pf
16	1279	7.1	Level 12 Step 2	156%	3,253.61 pf	3335.00 pf

Table 1 Part B - Survey and Spatial Classification and Salary Schedules						
Item	Award Code	Clause	Description		2016/17	2017/18
Percentage increase for wage and wage related allowances					2.5%	2.5%
17	1279	7.1	Survey and Spatial Classification – Level 1	92%	1,911.51 pf	1959.30 pf
18	1279	7.1	Survey and Spatial Classification – Level 2	95%	1,975.35 pf	2024.70 pf
19	1279	7.1	Survey and Spatial Classification – Level 3	97.50%	2,029.25 pf	2080.00 pf
20	1279	7.1	Survey and Spatial Classification – Level 4	100%	2,077.64 pf	2129.60 pf

Table 1 Part C - Apprentice Classification and Salary Schedules						
Item	Award Code	Clause	Description		2016/17	2017/18
Percentage increase for wage and wage related allowances					2.5%	2.5%
21	1279	7.1	Apprentice Year 1		1,010.21 pf	1035.50 pf
22	1279	7.1	Apprentice Year 2		1,294.28 pf	1326.60 pf
23	1279	7.1	Apprentice Year 3		1,626.54 pf	1667.20 pf
24	1279	7.1	Apprentice Year 4		1,858.45 pf	1904.90 pf

Table 1 Part D - Special Allowances						
Item	Award Code	Clause	Description		2016/17	2017/18
Percentage increase for wage and wage related allowances					2.5%	2.5%
25	1279	7.4.1	All-purpose special allowance - Stonemason-carvers		139.01 pf	142.50 pf
26	1279	7.4.2	All-purpose special allowance - Electricians		139.01 pf	142.50 pf
27	1279	7.4.3	All-purpose special allowance - Plumbers		21.97 pf	22.50 pf

Table 2 – Allowances						
Item	Award Code	Clause	Description		2016/17	2017/18
28	1279	8.3	Fares And Travelling Time (fares) (travelling time)		22.70 pd [13.60 pd] [9.10 pd]	24.60 pd [14.80 pd] [9.80 pd]
29	1279	8.3.2	Private vehicle use		0.81 per kilometre	0.81 per kilometre
30	1279	8.4.7	Distance work – transporting tools		21.00 pd	23.80 pd
31	1279	8.4.8.1	Distance work – per day		64.00 pd	73.70 pd
32	1279	8.4.8.2	Distance work – per week		447.10 pw	515.80 pw
33	1279	8.5.1	Loss of tools		1628.00	1,834.90

34	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	58.20 pf	63.20 pf
35	1279	8.6.1.2	Tool Allowance for: Bricklayer	41.60 pf	45.20 pf
36	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	30.40 pf	33.00 pf
37	1279	8.6.1.4	Tool Allowance for: Painter	14.20 pf	15.40 pf
38	1279	8.7.3.1	All-purpose allowance – General Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer	58.20 pf	59.65 pf
39	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices	65.47 pf	67.10 pf
40	1279	8.8.1	Thermostatic Mixing Valves Allowance	0.65 ph	0.67 ph
41	1279	8.9.1	Driving van allowance	2.69 pd	2.76 pd
42	256	Clause 4.4 (Table 3)	Electrician Licence	48.10 pw	49.30 pw
43	256	Clause 4.6 (Table 3)	Plumber, GasFitters, Drainers License	2.31 ph	2.37 ph
44	256	Clause 4.12 (Table 3)	Registration allowance	0.96 ph	0.98 ph
45	256	Clause 17.3 (Table 3)	First Aid allowance	3.39 pd	3.47 pd

J. SEYMOUR, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT OF JUSTICE - CORRECTIVE SERVICES NSW) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Corrective Services NSW.

(Case No. 370264 of 2017)

Before Chief Commissioner Kite

15 December 2017

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|-----|-----------------------------------------------------------------------------|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Conditions Fixed by other Instruments of Employment |
| 4. | Qualifications |
| 5. | Salaries |
| 6. | Salary Packaging Arrangements, including Salary Sacrifice to Superannuation |
| 7. | Incremental Progression and Calculation of Service |
| 8. | Working Hours |
| 9. | Shift Work |
| 10. | Recreation Leave |
| 11. | Non Attendance Time |
| 12. | Duties of Correctional Education Officers |
| 13. | Duties of Teachers |
| 14. | Leave Entitlements |
| 15. | Part-time Work |
| 16. | Recruitment - Exceptional Circumstances |
| 17. | Professional Development |
| 18. | Education Quality |
| 19. | Consultation |
| 20. | Anti-Discrimination |
| 21. | Harassment Free Workplace |
| 22. | Deduction of Federation Membership Fees |
| 23. | Dispute Resolution Procedures |
| 24. | Duties as Directed |
| 25. | No Further Claims |
| 26. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the *Government Sector Employment Act 2013* or its replacement.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within Corrective Services NSW.
- 2.3 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time, or any replacement Award.
- 2.4 "Correctional Centre" means a centre administered by Corrective Services NSW to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee assigned as such and who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 12 of this Award.
- 2.6 "Corrective Services NSW (CSNSW)" means a division within the Department of Justice.
- 2.7 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.8 "Employee" means a member of staff in employment defined under section 43 of the Act.
- 2.9 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.10 "Industrial Relations Secretary" means the Secretary of Treasury.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Public Service Commission, or any replacement publication.
- 2.12 "Regulation" means the Government Sector Employment Regulation 2014 or its replacement..
- 2.13 "Rules" mean the Government Sector Employment Rules 2014 or its replacement.
- 2.14 "Secretary" means the head of the Department of Justice.
- 2.15 "Senior Correctional Education Officer" means an employee assigned as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.16 "Shift Worker" is a staff member who works outside the ordinary working hours of a Day Worker as defined in clause 3 of the Conditions Award.
- 2.17 "Teacher" means an employee assigned as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 13 of this Award. A permanent part-time Teacher means a Teacher who is assigned under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.18 "Through care" means the philosophy and practice of CSNSW by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply:
- 3.1.1 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.
- 3.2 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply except where modified by this Award.
- 3.3 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1 and 3.2 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation, the Rules and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Secretary or delegate and where detailed in clause 16, Recruitment - Exceptional Circumstances, of this Award.
- 4.2 Teachers - shall hold a:
- 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- 4.2.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;
- together with relevant related employment experience, as approved by the Secretary or delegate.
- 4.3 Correctional Education Officers - shall hold a:
- 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- 4.3.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;
- together with relevant related employment experience, as approved by the Secretary or delegate.
- 4.4 Senior Correctional Education Officers - shall hold a:
- 4.4.1 Bachelors degree in Education from a recognised university; or
- 4.4.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education; together with experience in adult education, as approved by the Secretary or delegate.

5. Salaries

- 5.1 Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers are set out at Part B Monetary Rates Table 1 of this Award.
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a role under this Award shall be consistent with the relevant provisions of the Personnel Handbook.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
 - 6.1.1 Full-time and part-time employees;
 - 6.1.2 Temporary employees, subject to CSNSW's convenience; and
 - 6.1.3 Casual employees, subject to CSNSW's convenience, and limited to salary sacrifice to superannuation in accordance with sub clause 6.7.
- 6.2 For the purposes of this clause:
 - 6.2.1 "Salary" means the salary or rate of pay prescribed for the employee's classification by clause 5. Salaries and Part B - Monetary Rates Table 1 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 6.2.2 "Post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - 6.3.1 a benefit or benefits selected from those approved by the Industrial ;Relations Secretary and
 - 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with sub clause 6.7 a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 6.7.3 subject to CSNSW's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, CSNSW shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- CSNSW must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub clause 6.9 of this clause, CSNSW must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by CSNSW may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5. Salaries and or Part B - Monetary Rates, Table 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

7. Incremental Progression and Calculation of Service

- 7.1 Incremental progression and calculation of service shall be determined in accordance with the Regulation and the chapter dealing with Managing the Workplace of the Personnel Handbook, except where varied by clause 16 Recruitment - Exceptional Circumstances of this Award.

8. Working Hours

- 8.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.

- 8.2 An employee shall not be directed to work longer than five continuous hours without a meal break.
- 8.3 Senior Correctional Education Officers and Correctional Education Officers
- 8.3.1 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flex leave per flex period and five days banked hours.
- 8.3.2 The bandwidth shall be 7.30am - 9.00pm.
- 8.3.3 The core time shall be 10.00am - 3.00pm.
- 8.3.4 Flexible working hours including the taking of flex leave and banked hours shall remain at CSNSW's discretion, to be negotiated at the local level provided that the delivery of teaching programs is maintained.
- 8.4 Teachers
- 8.4.1 The standard attendance hours of full time Teachers shall be 35 hours per week, Monday to Friday inclusive, in recognition of the particular environment in CSNSW.
- 8.4.2 The daily span of working hours in correctional centres for Teachers shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 8.4.3 Teachers classified as Day Workers, who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
 - (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 8.4.4 Teachers shall not be entitled to flex time arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.
- 8.4.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of CSNSW are met at all times. This will facilitate flexible start and finish times for Teachers.

9. Shift Work

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are classified as Shift Workers shall be paid a shift allowance of 15 per cent where rostered to work Monday to Friday outside the ordinary working hours of a Day Worker.
- 9.2 Shift workers who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:
- 9.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

- 9.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.
- 9.2.3 When rostered off on a public holiday - an additional day's pay.
- 9.2.4 For ordinary rostered time worked on a public holiday - additional payment at the rate of time and a half extra.
- 9.2.5 Recreation leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.
- 9.2.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year.

	Additional Leave
4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

10. Recreation Leave

- 10.1 Recreation leave for Day Workers shall be granted and administered as follows:
- 10.1.1 in accordance with the recreation leave provisions of the Regulation, the Conditions Award and the Personnel Handbook.
- 10.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Conditions Award.

11. Non Attendance Time

- 11.1 Correctional Education Officers
- 11.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 12.4, all Correctional Education Officers shall receive 10 working days non attendance time.
- 11.2 Teachers
- 11.2.1 In return for the hours as described in clause 13 of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.
- 11.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non attendance time shall be calculated on a pro rata basis.
- 11.2.3 The pro rata calculation mentioned in sub clause 11.2.2 shall be as negotiated and agreed between CSNSW and Federation.
- 11.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.
- 11.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at CSNSW's convenience.
- 11.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

- 11.5 For Correctional Education Officers and Teachers, may be required to attend some staff development activities during non attendance time.
- 11.6 An annual calendar detailing the dates for non attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the Correctional Centre and education employees, for approval by the Secretary or delegate.

12. Duties of Correctional Education Officers

- 12.1 Subject to sub clauses 12.2 and 12.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:
 - 12.1.1 Direct teaching activities for up to 10 hours per week; and
 - 12.1.2 Duties related to teaching and through care initiatives as specified at sub clause 12.4, will be undertaken for the balance of hours consistent with the provisions of CSNSW’s Flexible Working Hours Agreement, or any replacement Agreement, with the ordinary hours of duty for the week being 35 hours.
- 12.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities may be varied by plus or minus 5 hours in any one week.
- 12.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by CSNSW) in order to meet the needs of the correctional centre. In these circumstances:
 - 12.3.1 Duties related to teaching/through care initiatives as provided by sub clause 12.4 shall be substituted for direct teaching activities; and
 - 12.3.2 Non attendance time as provided for in clause 11 of this Award, shall continue to apply as if direct teaching activities were being undertaken.
- 12.4 Direct teaching activities and duties related to teaching/through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
Face-to-face teaching in any environment or setting, including but not limited to: - classrooms - workshops - industry - in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties.	Duties related to teaching, including but not limited to: -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities -engaging in approved staff development

<p>Workplace training & assessment including Core Skills Assessment</p>	<p>activities research -recognition of prior learning processes -selection and purchase of resources -maintenance of inmate libraries in liaison with the Manager Library Services -course, curriculum and materials development and review -course co-ordination as specified in curriculum documents -end of course evaluation -entering student data on DCS systems</p> <p>Duties related to facilitation of CSNSW’s through care initiatives linking internal and external stakeholders, including but not limited to: -industry and community liaison and promotion -co-ordination of traineeships and workplace training programs -workplace consultancy and advisory services -work placement co-ordination, supervision and pre and post release planning -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW’s Education Profile Interviews) -review of education plans</p>
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12.5 The specific range of duties as described in the table at sub clause 12.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

13. Duties of Teachers

13.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 13.2 of this Award.

13.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
<p>Face-to-face teaching in any environment or setting, including but not limited to: -classrooms -workshops -industry -in the field</p>	<p>Duties related to teaching, including but not limited to: -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings</p>

Application of assessment and diagnostic instruments for inmates.	-attendance at case management team meetings
Vocational assessment and counselling.	-attendance at moderation meetings -participation in case planning and case management activities
Tutorial support for distance education enrolments and individual learners with difficulties.	-course, curriculum and materials development and review -development of learning materials
Workplace training & assessment including Core Skills Assessment.	-research -recognition of prior learning processes -engaging in approved staff development activities -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW's Education Profile Interviews) -review of education plans -end of course evaluation -entering student data on DCS systems

- 13.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 13.4 The specific range of duties as described in the table at sub clause 13.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 13.5 From time to time a Teacher's Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 13.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and
- 13.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that Teacher shall not exceed 6 hours in any one day and 25 hours in any one week.
- 13.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.
- 13.5.4 The development of education plans and review of education plans, as provided in subclause 13.2, may be substituted for direct teaching activities under subclause 13.5.2 to make up for lost teaching hours.

14. Leave Entitlements

- 14.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Conditions Award and the Personnel Handbook.

- 14.2 Extended leave entitlements shall be granted and administered to employees in accordance with the Regulation and the Personnel Handbook.

15. Part-Time Work

- 15.1 CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 15.2 Part-time arrangements must be acceptable to both CSNSW and the employee and shall be in accordance with the provisions of the *Industrial Relations Act 1996* and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995, or any replacement Policy and/or Guidelines, including the requirement that entitlements are generally on a pro-rata basis.

16. Recruitment - Exceptional Circumstances

- 16.1 Exceptional circumstances shall be advertised as such and shall be limited to Teacher and/or Correctional Education Officer roles in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for teaching qualifications. The applicant must hold qualifications in the core subject area of the advertised role and may have already commenced a course of study or have extensive employment related experience.
- 16.2 The decision, as to whether an exceptional circumstance exists, rests with the Secretary or delegate following consultation with local management.
- 16.3 In exceptional circumstances only, applicants for newly advertised role who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to sub clause 16.1 and 16.2 being met), and may be appointed on probation subject to the following provisions:
- 16.3.1 The employee shall remain on step one and shall not progress until evidence that the qualification has been completed is provided to CSNSW.
- 16.3.2 The employee shall commence and complete a course of study agreed to by the employee and the Secretary or delegate with no cost or burden to CSNSW.
- 16.3.3 Employees who have not commenced or completed their agreed course of study within the agreed and accepted timeframe shall have their circumstances reviewed by the Secretary or delegate and a representative of Federation. Where:
- (i) Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Secretary or delegate);
 - (ii) No special circumstances exist, the employee's appointment shall be annulled.
- 16.3.4 Employees who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 16.3.5 Once the required qualifications are gained the employee's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained including years of relevant experience and adjusted at the date at which those qualifications were attained.

17. Professional Development

- 17.1 CSNSW is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the:

- 17.2.1 CSNSW's needs; and
- 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Secretary or delegate.
- 17.3 Subject to sub clause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:
 - 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
 - 17.3.2 Provision for study assistance as described in the study assistance provisions of the Conditions Award and the Personnel Handbook.
 - 17.3.3 Access to retraining across disciplines in accordance with the needs of CSNSW to facilitate multi-skilling and career path development.
- 17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

18. Education Quality

- 18.1 In line with CSNSW's commitment to reducing re-offending, AEVTI is committed to providing adult education and vocational training programs to inmates and to identified disadvantaged groups within the inmate population.
- 18.2 AEVTI is committed to maintaining its status as a Registered Training Organisation by complying with appropriate Vocational Education Training Accreditation Board requirements including Australian Quality Training Framework Standards.
- 18.3 The provision of educational programs shall be in the form of nationally accredited curricula and delivery and assessment equivalent to that available in the community. Standards of delivery and assessment will be maintained by the employment of professional educators.
- 18.4 Education programs aim to contribute to the good order of correctional centres and to the overall wellbeing of inmates.
- 18.5 Education programs aim to assist inmates to develop knowledge, skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 18.6 These programs will include classroom subjects, vocational education, creative and cultural activities, social education and library facilities.

19. Consultation

- 19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by CSNSW.
- 19.2 A consultative committee shall be established for this purpose.

20. Anti-Discrimination

- 20.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 20.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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.

- 20.3 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.
- 20.4 Nothing in this clause is to be taken to affect:
- 20.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 20.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 20.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 20.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 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.
- 20.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 20.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

21. Harassment Free Workplace

- 21.1 CSNSW is committed to ensuring that employees work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Federation.
- 21.3 Senior Correctional Education Officers shall exercise their best endeavours to prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

22. Deduction of Federation Membership Fees

- 22.1 The Federation shall provide CSNSW with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 22.2 The Federation shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to CSNSW at least four weeks in advance of the variation taking effect.

- 22.3 Subject to sub clauses 22.1 and 22.2 above, CSNSW shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised CSNSW to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 22.5 Unless other arrangements are agreed to by CSNSW and Federation, all membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of membership fees from his/her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

23. Dispute Resolution Procedures

- 23.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arises then the following procedures shall apply:
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 23.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate CSNSW manager with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in sub clause 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Secretary or delegate and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an work health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

24. Duties as Directed

- 24.1 CSNSW may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 24.2 CSNSW may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

25. No Further Claims

- 25.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2018, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

26. Area, Incidence and Duration

- 26.1 This Award shall apply to all employees as defined in clause 2, Definitions of this Award.
- 26.2 This award rescinds and replaces the Crown Employees (Education Employees Department of Justice - Corrective Services NSW) Award 2017 published 16 December 2016 (381 IG 9).
- 26.3 This Award shall take effect from the first full pay period to commence on or after 1 January 2018 and shall remain in force until 31 December 2018.

PART B**MONETARY RATES****Table 1 - Salaries**

	2.5 % from the first pay period commencing on or after 1 January 2018 \$
Teacher and Correctional Education Officer	
Step 1	85,304
Step 2	87,710
Step 3	91,136
Step 4	95,629
Senior Correctional Education Officer	
Step 1	108,648
Step 2	112,007

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

(061)

SERIAL C8754**CROWN EMPLOYEES (POLICE OFFICERS - 2017) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Force.

(Case No. 2017/194895)

Before Chief Commissioner Kite

13 July 2017

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

Clause No. Subject Matter

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1. Arrangement

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SECTION 1 - GENERAL

2. No Further Claims

- 2.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 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 shall be deemed to have the years of service indicated by the salaries at which they are appointed.
- 3.6 "Association" means the Police Association of New South Wales.
- 3.7 "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- 3.8 "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 14, Local Arrangements of this Award.
- 3.9 "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- 3.10 "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by the New South Wales Police Force, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 41 of this Award.

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

4. Commitment to Professional and Ethical Conduct

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

5. Anti-Discrimination

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

NOTES

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

5.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

6. Inspection of Award

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

7. Existing Privileges

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

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

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

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

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

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

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

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

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

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

8.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll 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 shall be known as a Salary Packaging Agreement.

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

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

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

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

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

10. Travelling Allowances

- 10.1 The Commissioner shall require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- 10.2 Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business shall be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- 10.3 An officer who performs official duty from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the officer's residence in order to perform that duty.
- 10.4 An officer who performs official duty within the Newcastle, Sydney and Wollongong Metropolitan Areas and is approved to stay overnight will stay at one of a number of accommodation providers from a list developed in consultation with the Association and agreed between the parties subject to the provisions of subclause 10.12. The Commissioner will pay all accommodation related costs directly to the accommodation provider.
- 10.5 Where an officer performs official duty from a temporary work location not located in the Newcastle, Sydney or Wollongong metropolitan areas the officer for the first 35 days, may claim either;
- 10.5.1 the appropriate rate of allowance specified in Item 1 of Table 5 of PART B Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the rate of meal allowances specified in item 3 of Table 5 of PART B Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
- 10.5.2 actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 5 of PART B Monetary Rates.
- 10.6 Payment of allowance as described in subclause 10.5 above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.
- 10.7 Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 10.8 After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 5 of PART B Monetary Rates shall have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill shall be increased by one fifth.

10.9 Adjustment of Allowances

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

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

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

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

10.10 Production of Receipts

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

10.11 Travelling Distance

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

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

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

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

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

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

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

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

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

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

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

10.13 Review of Allowances

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

11. Provision of Quarters

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

12. Remote Area - Living Allowances

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

13. Part Time Employment

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

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

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

14. Local Arrangements

- 14.1 Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:
- 14.1.1 any organisational unit within the New South Wales Police Force or part thereof;
- 14.1.2 a particular group of officers; or
- 14.1.3 a particular duty type.
- 14.2 All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to 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 shall not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

SECTION 2 - LEAVE

15. Leave Generally

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

16. Applications for Leave

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

17. Annual Leave

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

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

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

For the purpose of this subclause:

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

- 17.13 Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- 17.14 The Commissioner shall inform an officer in writing on a regular basis of the officer's annual leave accrual.
- 17.15 Termination of services
- 17.15.1 An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
- 17.15.2 An officer to whom paragraph 17.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
- 17.15.3 If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
- (a) the officer's surviving spouse, or
 - (b) if there is no such surviving spouse, the officer's children, or
 - (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken.
- 17.15.4 If there is a guardian of any children entitled under paragraph 17.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- 17.15.5 If there is no person entitled under paragraph 17.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.
- 17.15.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
- 17.15.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.
- 17.16 Accrual of Annual Leave While on Extended Leave, Sick Leave
- 17.16.1 Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.
- 17.16.2 Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*.
- 17.17 Accrual of Annual Leave While Suspended Without Pay
- 17.17.1 Annual leave does not accrue in respect of any period an officer is suspended without pay in accordance with Regulation 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 subclause 19.2.1 above, "service" includes:

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

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

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

19.3 Debiting Extended Leave

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

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

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

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

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

19.4 Entitlement to Gratuity Instead of Extended Leave

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

19.5 Payment Where Officer Has Died

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

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

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

- (a) the officer's surviving spouse, or

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

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

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

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

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

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

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

20. Sick Leave

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

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

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

20.3.3 An officer absent from duty because of illness:

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

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

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

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

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

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

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

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

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

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

20.4 Sick Leave Entitlements

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

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

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

20.5 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 recredited 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 shall be the number of rostered hours that would have otherwise been worked on the day or days taken as rest day(s) in lieu. Provided further that no more than three rest days can be 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 sub-paragraph 20.3.5(a) and paragraph 20.3.7, be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.

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

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

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

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

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

20.8 Procedure Where Other Claim Has Been Made.

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

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

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

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

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

21. Sick Leave to Care for a Family Member

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

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

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

21.1.2 The officer shall, if required,

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

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

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

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

a spouse of the officer, or

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

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

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

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

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

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

22. Maternity Leave

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

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

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

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

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

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

23. Parental Leave

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

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

24. Adoption Leave

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

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

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

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

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

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

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

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

to assist the officer in reconciling work and parental responsibilities.

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

26. Communication During Maternity, Parental or Adoption Leave

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

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

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

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

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

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

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

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

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

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

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

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

29. Family and Community Service Leave

- 29.1 The Commissioner shall, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.
- 29.2 Such cases may include but not be limited to the following:
- 29.2.1 compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;
- 29.2.2 accommodation matters up to one day - such as attendance at court as 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 shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) shall be debited 7.6 hours for each working day taken as family and community service leave.
- 29.6 The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- 29.7 The amount of any family and community service leave without pay that may be granted under paragraph 29.6 in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

30. Leave Without Pay

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

31. Military Leave

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

32. Special Leave

- 32.1 Special leave on full pay is to be granted to officers:
- 32.1.1 for the purpose of attending at any examination under the *Police Act 1990* or the *Police Regulation 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 shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

33. Leave for Matters Arising from Domestic Violence

- 33.1 The Definition of domestic violence is found in clause 3.11 of this award.
- 33.2 Leave entitlements provided for in clause 29, Family and Community Service Leave, clause 20, Sick Leave and clause 21, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 33.3 Where the leave entitlements referred to in subclause 33.2 are exhausted, The Commissioner shall grant Special Leave as per clause 32.4
- 33.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the 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 shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 14, Local Arrangements, of this Award.

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

SECTION 4 - NON-COMMISSIONED OFFICERS

37. Salaries (Other than Detectives and Police Prosecutors)

37.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 63, Competency Based Incremental Progression (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives and Police Prosecutors) shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates.

38. Salaries (Detectives)

38.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 63, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Detective shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2 - Detectives' Salaries of PART B, Monetary Rates. In addition to their base salary Detectives shall be paid the following allowances in the nature of salary:

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

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

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

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

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

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

- 38.3 Non-Commissioned Officers who are classified as Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) shall, as at the date of transition to the Detectives' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Detective shall retain their existing increment date.
- 38.4 A Non-Commissioned Officer who ceases to be a Detective shall revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the *Police Act* 1990.
- 38.5 No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the 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 shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates from the first pay period on or after 29 March 2012. In addition to their base salary Prosecutors shall be paid the following allowances in the nature of salary:
- 39.1.1 the Loading prescribed by Clause 40 Loading of this Award; and
- 39.1.2 an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B Monetary Rates; and

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

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

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

39.3 Non-Commissioned Officers who are classified as Probationary Constable (Level 1), Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) shall, as at the date of transition to the Police Prosecutors' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Police Prosecutors shall retain their existing increment date.

- 39.4 A Non Commissioned Officer who ceases to perform duty in the Police Prosecutions Command shall revert to the rank and increment level he or she would have otherwise occupied had they not been performing duty in the Police Prosecutions Command.

40. Loading

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

41. Leading Senior Constables

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

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

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

42. Special Duties Allowance

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

42.2 Gradings

Grade 1

Trainee Prosecutor, Legal Services

Part Time Rescue/Bomb Operator, State Protection Group

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

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Local Area Commands and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Planning, Human Resource Services

Surveillance Operative, State Surveillance Branch, Special Services Group

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

Senior Operations Officer, Communications

Negotiator Part time, Local Area Commands and Specialist Sections

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

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

Instructor, Mounted Police Unit

Covert Investigation Unit, Professional Standards Command

Grade 2

Armoury Technician, Armoury, State Protection Group

Investigator, Crash Investigation Unit

Diver, Police Diving Unit

Teacher, Driving Instructor, Police Driver, Education and Training

Engineering Investigator, Engineering Investigation Unit, Forensic Services Group

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Services Group

STIB Operative, State Technical Investigation Branch, Special Services Group

Teacher, Foundational Studies, Education and Training,

Teacher, Continuing Education, Education and Training

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

Technical Officer, Metropolitan Radio Network

Technical Officer, Radar Engineering Unit

Grade 3

Crime Scene Examiner, Forensic Services Group

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

Document Examiner, Forensic Services Group

Finger Print Technician, Forensic Services Group

Firearms/Ballistics Examiner, Forensic Services Group

Rescue/Bomb Operator State Protection Group

Criminal Profiler, Practitioner, Crime Faculty

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

Grade 4

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

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

- 42.3 Any Non-Commissioned Officer classified as a Detective or a Police Prosecutor, as defined in clause 3, Definitions, shall not be entitled to any Special Duties Allowance.
- 42.4 Any Non-Commissioned Officer who is paid the Forensic Services Group Expert Allowance pursuant to clause 43 shall not be entitled to any Special Duties Allowance.

43. Forensic Services Group Expert Allowance

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

43.1.1 a Non-Commissioned Officer obtains expert recognition, or

43.1.2 29 March 2012,

whichever is the later.

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

Discipline	Expert Recognition
Fingerprint Examination	Australasian Forensic Field Sciences Accreditation Board certification.
Crime Scene Investigation	Australasian Forensic Field Sciences Accreditation Board certification.
Ballistics/Firearms Examination	Australasian Forensic Field Sciences Accreditation Board certification.

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

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

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

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

- 44.2 Individual applications will be assessed against objective criteria by a committee made up of the NSW Police Force and Police Association of NSW representatives.
- 44.3 Payment will be subject to approval by the Region Commander and Assistant Commissioner State Crime Command.

45. 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) shall 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 shall, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates of this Award.
- 46.2 Non-Commissioned Officers shall 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 shall 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 shall cease when a Non-Commissioned Officer achieves their first merit-based promotion.

46.3.4 Payment of the Professional/Academic Qualifications Allowance shall be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 67 of the *Police Act 1990*.

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" shall mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call shall remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer. Whilst on call a Non-Commissioned Officer may be required to retain a personal paging device within earshot at all times.

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

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, shall 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 shall not apply in the case of Non-Commissioned Officers performing the role of or relieving in the role of Lock Up Keeper, and in the case of Officers In Charge of one person stations; except when such Non- Commissioned Officers are

rostered or directed to remain on call (as defined) which thereby places a restriction on the officer's off duty hours which is greater than that normally expected of those positions.

49. Hours of Duty

- 49.1 The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks shall not exceed, on average, 38 hours per week and shall be worked from Sunday to Saturday inclusive.
- 49.2 The 38 hour week shall be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.
- 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 shall 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 shall provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum, unless by agreement between the officer and the Commander. The maximum period that this can be averaged over shall be no longer than 12 weeks.
- 49.6 Rosters shall 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 shall, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. 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 shall 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 shall, as far as practicable, be arranged so as to allow at least ten (10) hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the ten (10) hour break shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause shall not apply to the day of changeover from cycles of rostered shifts.
- 49.9 Non-Commissioned Officers shall not be directed to work broken shifts.

50. Shift Allowance

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

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

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

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

Where:

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

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

R = The relevant percentage rate as prescribed in subclause 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 shall be known as a "C" shift; the shifts attracting an allowance of 15% shall be known as an "A" shift; and the shifts attracting an allowance of 17.5% shall be known as a "B" shift.
- 50.4 A Non-Commissioned Officer shall not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.
- 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, shall be entitled to the full allowance prescribed for such shift.

51. Meals

- 51.1 A Non-Commissioned Officer shall be allowed an unbroken period of not less than thirty minutes each shift for meals.
- 51.2 A Non-Commissioned Officer shall not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, shall be a paid crib break of no more than 20 minutes duration.
- 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;

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

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, shall be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 63, Public

Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause 52.8, in computing overtime, each day's work shall stand alone.

- 52.2 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 52.3 Overtime for Non-Commissioned Officers shall be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 40, Loading of this Award, which constitute salary and attract superannuation deductions.
- 52.4 In lieu of the provisions of sub-clause 52.3 above;
- 52.4.1 overtime for Detectives shall be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 7 - Detectives' Special Allowance - PART B, Monetary Rates, and
- 52.4.2 overtime for Police Prosecutors shall be calculated on an hourly rate of pay assessed on total annual salary of a Police Prosecutor comprising the rate of base salary prescribed by Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates, and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 8 - Prosecutors' Special Allowance - PART B, Monetary Rates
- 52.5 Time spent travelling shall not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort).
- 52.6 Approval to work overtime shall be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances shall be reported at the first available opportunity to the appropriate officer who shall, if the working of overtime was justified, certify that the work was necessarily performed.
- 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 shall be released after the completion of such overtime until the Non-Commissioned officer has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the direction of the Non-Commissioned Officer's superior, he/she resumes or continues work without having had such ten (10) consecutive hours off duty, they shall be paid at the rate of double time (single time in addition to ordinary rate when such work occurs during an ordinary rostered shift) until they are released from duty for such period and the Non-Commissioned Officer shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

- 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall, 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 shall equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.

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

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall not apply to this clause. Provided that the provisions of paragraphs 53.8.1 and 53.8.3 shall 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 shall 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 shall mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It shall also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.
- 56.6 An On Call Detective shall also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.
- 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 shall be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment shall be in lieu of any entitlement under clause 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 shall be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment shall be in lieu of any entitlement under clause 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 shall be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause 63.1 shall 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 shall be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 59.2 Travelling time shall mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- 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 shall 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 shall 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.

- 59.5 Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment shall be compensated by payment at the travelling time rate, as specified in subclause 59.1.
- 59.6 A Non-Commissioned Officer travelling in accordance with subclause 59.5 above shall be entitled to recover from the New South Wales Police Force the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

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 shall 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 shall generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.
- 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 shall not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu shall be approved until a suitable reduction has been made to the total time off in lieu entitlement.

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 shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.
- 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 shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this award for a Senior Sergeant 1st Year.
- 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 shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year

- 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 shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year.
- 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 shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Sergeant 1st Year.
- 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 shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Senior Sergeant 1st year
- 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, shall be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for an Inspector 1st Year.
- 61.8 Provided that:
- 61.8.1 these provisions shall not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
- 61.8.2 for the purpose of this provision a week shall mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
- 61.8.3 periods of less than 1 week shall 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 shall 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 shall be paid an allowance at the rate of the difference between their salary and the salary they would have received had they been permanently appointed to a Criminal Investigation position.
- 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, shall 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, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause 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 shall 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 therein.

- 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 shall 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 shall 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 shall be subject to remedial training.

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

(b) Physical Fitness Standard

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

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

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

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

(c) Driver Status

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

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

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

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

(d) Computerised Operational Policing (COPS) System Literacy

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

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

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

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

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 shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

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 shall be conducted by way of computer terminal using the New South Wales Police computer network. Sergeants, Senior Sergeants, Detectives and Police Prosecutors will be required to pass the test within the six months leading up to any increment which involves a pay increase.

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

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

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

64.5.5 Performance Management Scheme

An appropriate performance management scheme relevant to rank shall be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a 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 shall 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 shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

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 shall be contingent upon:

- (a) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 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 shall be contingent upon:

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

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

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

- (a) Successful completion of the Constable's Education Program (or equivalent qualification);
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 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 shall be contingent upon:

- (a) 12 months service on each previous increment (both level and step).

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

64.9 Effect of Any Deferral of Incremental Progression

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

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, shall not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

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

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

64.11 Part-time Non-Commissioned Officers

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

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

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

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

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

64.16 Leading Senior Constables

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

- 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 shall 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 shall 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 shall 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 shall include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
- (b) Completion of or commitment to undertake or being prepared to undertake courses that raise skill level.

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 shall 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 shall include, where appropriate, assessment of the Police Prosecutors role as a guide, mentor and trainer of less experienced Police Prosecutors.
- (b) Completion of or commitment to undertake or being prepared to undertake courses that raise skill level.

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 shall 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 shall be issued the following items of uniform:

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
Seven (7)	Shirt short sleeve	Seven (7)	Blouse short sleeve
One (1)	Shirt long sleeve	One (1)	Blouse long sleeve
Three (3)	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 shall, on request be supplied, with
a broad brim hat

a pair of sunglasses. Such sunglasses shall 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 Ariah Park Balranald Barellan	Eugowra Euston Finley Forbes	Nyngan Oaklands Pallamallawa 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 64.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of:-

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

Canowindra	Koorawatha	Tingha
Captains Flat	Kootingal	Trundle
Caragabal	Lake Cargelligo	Tullamore
Cassilis	Manilla	Tullibigeal
Cobargo	Mendooran	Wagga Wagga - HWP
Comboyne	Merimbula	Walla Walla
Condobolin	Merriwa	Warialda
Coolah	Michelago	Wallendbeen
Coonabarabran	Mittagong	Wellington
Corowa	Moonan Flat	Werris Creek
Cowra	Moss Vale	Windsor
Culcairn	Mudgee	Willow Tree
	Murrurundi	Woodstock
		Yetman
		Young

will be provided with:

one (1) pair 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 - School	Orange
Batlow	of Traffic and Mobile Policing	Penrith - Radio Network Services Unit
Binalong	Greater Hume Region -	Portland
Blackheath	Crash Investigation Unit	Queanbeyan - HWP*
Blayney	Gundagai	Richmond - HWP
Boorowa	Gunning	Rockley
Capertee	Guyra	Talbingo
Carcoar	Hill End	Tarago
Collector	Holbrook - HWP	Tenterfield
Cootamundra	Katoomba	Trunkey Creek
Cudal	Lawson	Tumut
Cumnock	Lithgow	Uralla
Deepwater	Macquarie Region - Crash	Walcha
Emmaville	Investigation Unit	Walcha Rd
Glen Innes	Mandurama	Wallerawang
	Manildra	Yass
	Marulan	
	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 shall 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 shall be reimbursed for the cost of any stockings, reasonably and necessarily incurred in connection with that uniform. The amount claimable in any calendar year will be not greater than the amount of the stocking allowance as set out in Table 14 - Stocking Allowance (Non-Commissioned Officers), of PART B, Monetary Rates.

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

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

65.9 Plain Clothes Allowance

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

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

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 shall be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft shall be two.

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

67. Lockers

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

68. Work of a Menial Nature

68.1 Non-Commissioned Officers shall 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 shall, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 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 shall 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 shall attract no additional remuneration.
- 70.3 Commissioned Officers whose performance of work is not subject to regular shift rostering practices shall be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers shall manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.
- 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 shall not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, shall not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause 17.5, Annual Leave.
- 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 shall 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 shall apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.

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

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

- 70.7.1 Commissioned Officers shall 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 shall attract additional annual leave in accordance with subclause 17.5, Annual Leave.

71. Fixed Term Appointment

- 71.1 Each Commissioned Officer shall be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the *Police Act 1990*.
- 71.2 Subject to the provisions of this Award, there shall be a general presumption in favour of renewal of Fixed Term Appointments
- 71.3 Fixed Term Appointments shall generally expire only by the efflux ion of time. No occurrence of any nature shall 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* shall accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:
- 72.1.1 The entitlement shall commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;
- 72.1.2 The benefit shall 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 shall be regarded as not having completed that particular Term and no benefit shall be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms shall be payable;
- 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*, shall 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 shall apply.
- 72.1.7 Consistent with the provisions of paragraphs 72.1.2 and 72.1.3 above, any entitlement to a benefit shall become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Force Senior Executive Service appointment;

- (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 Manager Employee Relations 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 shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein;

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 shall be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with subclause 72.1.8 above.

73. Competency Based Incremental Progression

73.1 Incremental progression for Commissioned Officers shall 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 therein.

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

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 shall 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 shall be subject to remedial training.

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

(b) Physical Fitness Standard

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

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

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

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

(c) Driver Status

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

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

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

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

(d) Computerised Operational Policing (COPS) System Literacy

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

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

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

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

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 shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

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

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

73.3.3 Performance Management Scheme

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

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

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

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

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

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 shall be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

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, shall not have normal incremental progression deferred as a result of that non-participation. Should a Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

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

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

73.8 Part-time Commissioned Officers

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

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

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

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

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 subclause 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 shall have such matters taken into account in competency assessment. Commissioned Officers who have an outstanding obligation on transfer should immediately notify their Commander/Manager on taking up duty at the new location.

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 shall be internal only. The grounds and process for conducting such a review shall be as agreed between the parties.

74. Relieving Duty

74.1 General

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

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

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

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, shall 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 shall be determined as a percentage of the full allowance prescribed in paragraph 74.3.1 above. The percentage of the allowance payable shall be that determined by the approving officer and shall be "rounded up" to the nearest 10%.

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 shall be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

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 shall be eligible for payment of the allowance for any annual, extended sick, FACS, or special leave which is approved and taken during the further period of relief.

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 shall 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 shall immediately notify the Region Human Resources Manager who shall advise the Industrial Relations Branch.

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

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

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

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

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

SECTION 7 - TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION**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 shall 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 subclause 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 subclause 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 shall 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 shall give, in writing, as long a period of notice of transfer as is practicable, provided that, except in special or urgent circumstances, an Officer shall not be so transferred unless they have received at least 14 days notice of transfer in writing prior to the actual date of transfer. The 14 days will begin on the first day the officer is properly informed of the transfer which may include receipt of mail or electronic mail.

82. Transfer Leave

82.1 An Officer assigned to duty at a new Location shall 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 shall, subject to the production of receipts be reimbursed reasonable and actual cost of meals and accommodation for self (capped at the maximum travelling allowance rate for one officer) and reasonable and actual cost of meals for a member of the household (capped at the maximum meal expense allowance).

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 shall be entitled to sufficient special leave to permit a return home at weekends once each month and spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with such weekend and on which the Officer would not normally be rostered for duty. Such leave shall be limited to the time necessarily required in travelling in each case on the day preceding and the day following such weekend or long weekend, as the case may be.

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, shall be entitled to sufficient leave to allow the Officer two consecutive days and nights at a weekend with the family.

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

83. Cost of Temporary Accommodation

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

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, shall 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 shall be paid an allowance of up to 50 per cent of the total costs of board and lodging expenses incurred for a maximum period of four weeks, subject to the maximum allowance so payable not exceeding \$254 per week.

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 shall 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

- 8.2 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:

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

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

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

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

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

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

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

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

- 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 shall be entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location, including expenses actually and reasonably incurred by employees and their families for meals and accommodation during the course of the journey where the Commissioner is satisfied that the journey was travelled by the shortest practicable route and completed within a reasonable time. All claims will be submitted promptly.
- 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 shall be deemed to be part of removal costs and the officer shall 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 shall include the cost of insuring furniture and effects whilst in transit up to an amount of \$38,000.

Provided that: -

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

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

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 shall 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 shall be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the officer involved in the taking up of duty at the new location in which case payment shall be at the official business rate prescribed from time to time.
- 87.3 Car allowance paid in respect of travel under 87.1.1 shall 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, shall be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Public Service Commission for use of air travel.

88. Compensation for Depreciation and Disturbance

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

89. Education of Children

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

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

1 tie	
3 pairs of stockings/socks	
1 pair of gloves	
1 pair of shoes (where there is a unique requirement)	
1 tracksuit/sports uniform (but not both)	
1 pair of sandals	
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 shall 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 shall only be made where the sale of the officer's former residence and the purchase of either a residence or land upon which to erect a residence at the new location are effected within a period commencing not earlier than six months prior to the officer's transfer and ending not more than four years after such transfer.

90.2.2 A period of residence in a police residence is not to count towards the period of four years set out in clause 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 shall be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent transfer, provided a period of not more than 4 years has elapsed since the officer's immediately preceding transfer.

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 subclause 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 shall be limited to the amounts which would be payable had the sale and purchase prices of the properties involved been \$520,000 in each cases.

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, shall be entitled to reimbursement of;

- (a) stamp duty paid in respect of the purchase of the residence, or the land, and a house erected on that land at the new location, and
- (b) stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions mentioned in paragraphs 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, shall be entitled to reimbursement of:

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

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

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 shall be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted, provided that the Commissioner may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.

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

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

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

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

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

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

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 shall apply to any claims made by the spouse of the deceased officer within a period of 12 months of the transferred officer's death provided the spouse was married to or in a bona fide common law relationship with the officer at the time of death, and the residence was the spouse's principal place of residence at the time of the death of the officer.
- 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 herein.
- 95.2 It shall take effect on and from 1 July 2017 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which shall take effect from the dates specified in that Part, or where otherwise stated in the award and shall remain in force until 30 June 2020.
- 95.3 This award rescinds and replaces the Crown Employees (Police Officers - 2014) 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 July 2017 - 2.5%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	62,836	70,062
Constable Level 2	65,208	72,707
Constable Level 3	67,576	75,347
Constable Level 4	69,945	77,989
Constable Level 5	71,134	79,314
	-	-
Senior Constable Level 1	78,253	87,252
Senior Constable Level 2 Step 1	79,432	88,567
Senior Constable Level 2 Step 2	79,432	88,567
Senior Constable Level 3 Step 1	82,991	92,535
Senior Constable Level 3 Step 2	82,991	92,535
Senior Constable Level 3 Step 3	82,991	92,535
Senior Constable Level 4 Step 1	87,735	97,825
Senior Constable Level 4 Step 2	87,735	97,825
Senior Constable Level 5 Step 1	90,103	100,465
Senior Constable Level 5 Step 2	90,103	100,465
Senior Constable Level 6	91,287	101,785
	-	-
Leading Senior Constable Level 1 Step 1	94,192	105,024
Leading Senior Constable Level 1 Step 2	94,192	105,024
Leading Senior Constable Level 2	96,646	107,760
	-	-
Sergeant 1st Year	92,477	103,112
Sergeant 2nd Year	92,477	103,112
Sergeant 3rd Year	97,217	108,397
Sergeant 4th Year	97,217	108,397
Sergeant 5th Year	100,772	112,361
Sergeant 6th Year	100,772	112,361
Sergeant 7th Year	105,518	117,653
Sergeant 8th Year	105,518	117,653
Sergeant 9th Year	106,700	118,971
	-	-
Senior Sergeant 1st Year	105,518	117,653
Senior Sergeant 2nd Year	105,518	117,653
Senior Sergeant 3rd Year	106,700	118,971
Senior Sergeant 4th Year	109,068	121,611
Senior Sergeant 5th Year	112,539	125,481

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	64,407	71,814
Constable Level 2	66,838	74,524
Constable Level 3	69,265	77,230
Constable Level 4	71,694	79,939
Constable Level 5	72,912	81,297

Senior Constable Level 1	80,209	89,433
Senior Constable Level 2 Step 1	81,418	90,781
Senior Constable Level 2 Step 2	81,418	90,781
Senior Constable Level 3 Step 1	85,066	94,849
Senior Constable Level 3 Step 2	85,066	94,849
Senior Constable Level 3 Step 3	85,066	94,849
Senior Constable Level 4 Step 1	89,928	100,270
Senior Constable Level 4 Step 2	89,928	100,270
Senior Constable Level 5 Step 1	92,356	102,977
Senior Constable Level 5 Step 2	92,356	102,977
Senior Constable Level 6	93,569	104,329
	-	-
Leading Senior Constable Level 1 Step 1	96,547	107,650
Leading Senior Constable Level 1 Step 2	96,547	107,650
Leading Senior Constable Level 2	99,062	110,454
	-	-
Sergeant 1st Year	94,789	105,690
Sergeant 2nd Year	94,789	105,690
Sergeant 3rd Year	99,647	111,106
Sergeant 4th Year	99,647	111,106
Sergeant 5th Year	103,291	115,169
Sergeant 6th Year	103,291	115,169
Sergeant 7th Year	108,156	120,594
Sergeant 8th Year	108,156	120,594
Sergeant 9th Year	109,368	121,945
	-	-
Senior Sergeant 1st Year	108,156	120,594
Senior Sergeant 2nd Year	108,156	120,594
Senior Sergeant 3rd Year	109,368	121,945
Senior Sergeant 4th Year	111,795	124,651
Senior Sergeant 5th Year	115,352	128,617

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	66,017	73,609
Constable Level 2	68,509	76,388
Constable Level 3	70,997	79,162
Constable Level 4	73,486	81,937
Constable Level 5	74,735	83,330
	-	-
Senior Constable Level 1	82,214	91,669
Senior Constable Level 2 Step 1	83,453	93,050
Senior Constable Level 2 Step 2	83,453	93,050
Senior Constable Level 3 Step 1	87,193	97,220
Senior Constable Level 3 Step 2	87,193	97,220
Senior Constable Level 3 Step 3	87,193	97,220
Senior Constable Level 4 Step 1	92,176	102,776
Senior Constable Level 4 Step 2	92,176	102,776
Senior Constable Level 5 Step 1	94,665	105,551
Senior Constable Level 5 Step 2	94,665	105,551
Senior Constable Level 6	95,908	106,937
	-	-
Leading Senior Constable Level 1 Step 1	98,961	110,342
Leading Senior Constable Level 1 Step 2	98,961	110,342

Leading Senior Constable Level 2	101,539	113,216
	-	-
Sergeant 1st Year	97,159	108,332
Sergeant 2nd Year	97,159	108,332
Sergeant 3rd Year	102,138	113,884
Sergeant 4th Year	102,138	113,884
Sergeant 5th Year	105,873	118,048
Sergeant 6th Year	105,873	118,048
Sergeant 7th Year	110,860	123,609
Sergeant 8th Year	110,860	123,609
Sergeant 9th Year	112,102	124,994
	-	-
Senior Sergeant 1st Year	110,860	123,609
Senior Sergeant 2nd Year	110,860	123,609
Senior Sergeant 3rd Year	112,102	124,994
Senior Sergeant 4th Year	114,590	127,768
Senior Sergeant 5th Year	118,236	131,833

Table 2 - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	69,945	74,196	84,099
Detective 2nd Year	71,134	75,385	85,424
Detective 3rd Year	78,253	82,504	93,362
Detective 4th Year	79,432	83,683	94,677
Detective 5th Year	82,991	87,242	98,645
Detective 6th Year	87,735	91,986	103,935
Detective 7th Year	90,103	94,354	106,575
Detective 8th Year	91,287	95,538	107,895
Detective 9th Year	94,192	98,443	111,134
Detective 10th Year	96,646	100,897	113,870
	-		
Detective Sergeant 1st Year	92,477	96,728	109,222
Detective Sergeant 2nd Year	92,477	96,728	109,222
Detective Sergeant 3rd Year	97,217	101,468	114,507
Detective Sergeant 4th Year	100,772	105,023	118,471
Detective Sergeant 5th Year	105,518	109,769	123,763
Detective Sergeant 6th Year	106,700	110,951	125,081
	-		
Detective Senior Sergeant 1st Year	105,518	109,769	123,763
Detective Senior Sergeant 2nd Year	106,700	110,951	125,081
Detective Senior Sergeant 3rd Year	109,068	113,319	127,721
Detective Senior Sergeant 4th Year	112,539	116,790	131,591

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%			
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	71,694	76,051	86,201
Detective 2nd Year	72,912	77,269	87,559
Detective 3rd Year	80,209	84,566	95,695
Detective 4th Year	81,418	85,775	97,043
Detective 5th Year	85,066	89,423	101,111
Detective 6th Year	89,928	94,285	106,532
Detective 7th Year	92,356	96,713	109,239
Detective 8th Year	93,569	97,926	110,591
Detective 9th Year	96,547	100,904	113,912
Detective 10th Year	99,062	103,419	116,716
	-		
Detective Sergeant 1st Year	94,789	99,146	111,952
Detective Sergeant 2nd Year	94,789	99,146	111,952
Detective Sergeant 3rd Year	99,647	104,004	117,368
Detective Sergeant 4th Year	103,291	107,648	121,431
Detective Sergeant 5th Year	108,156	112,513	126,856
Detective Sergeant 6th Year	109,368	113,725	128,207
	-		
Detective Senior Sergeant 1st Year	108,156	112,513	126,856
Detective Senior Sergeant 2nd Year	109,368	113,725	128,207
Detective Senior Sergeant 3rd Year	111,795	116,152	130,913
Detective Senior Sergeant 4th Year	115,352	119,709	134,879

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%			
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	73,486	77,952	88,356
Detective 2nd Year	74,735	79,201	89,749
Detective 3rd Year	82,214	86,680	98,088
Detective 4th Year	83,453	87,919	99,469
Detective 5th Year	87,193	91,659	103,639
Detective 6th Year	92,176	96,642	109,195
Detective 7th Year	94,665	99,131	111,970
Detective 8th Year	95,908	100,374	113,356
Detective 9th Year	98,961	103,427	116,761
Detective 10th Year	101,539	106,005	119,635
	-		
Detective Sergeant 1st Year	97,159	101,625	114,751
Detective Sergeant 2nd Year	97,159	101,625	114,751
Detective Sergeant 3rd Year	102,138	106,604	120,303
Detective Sergeant 4th Year	105,873	110,339	124,467
Detective Sergeant 5th Year	110,860	115,326	130,028
Detective Sergeant 6th Year	112,102	116,568	131,413
	-		6,419

Detective Senior Sergeant 1st Year	110,860	115,326	130,028
Detective Senior Sergeant 2nd Year	112,102	116,568	131,413
Detective Senior Sergeant 3rd Year	114,590	119,056	134,187
Detective Senior Sergeant 4th Year	118,236	122,702	138,252

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%			
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	69,945	77,815	87,388
Prosecutor 2nd Year	71,134	79,004	88,713
Prosecutor 3rd Year	78,253	86,123	96,651
Prosecutor 4th Year	79,432	87,302	97,966
Prosecutor 5th Year	82,991	90,861	101,934
Prosecutor 6th Year	87,735	95,605	107,224
Prosecutor 7th Year	90,103	97,973	109,864
Prosecutor 8th Year	91,287	99,157	111,184
Prosecutor 9th Year	94,192	102,062	114,423
Prosecutor 10th Year	96,646	104,516	117,159
	-		
Prosecutor Sergeant 1st Year	92,477	100,347	112,511
Prosecutor Sergeant 2nd Year	92,477	100,347	112,511
Prosecutor Sergeant 3rd Year	97,217	105,087	117,796
Prosecutor Sergeant 4th Year	100,772	108,642	121,760
Prosecutor Sergeant 5th Year	105,518	113,388	127,052
Prosecutor Sergeant 6th Year	106,700	114,570	128,370
	-		
Prosecutor Senior Sergeant 1st Year	105,518	113,388	127,052
Prosecutor Senior Sergeant 2nd Year	106,700	114,570	128,370
Prosecutor Senior Sergeant 3rd Year	109,068	116,938	131,010
Prosecutor Senior Sergeant 4th Year	112,539	120,409	134,880

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%			
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	71,694	79,761	89,574
Prosecutor 2nd Year	72,912	80,979	90,932
Prosecutor 3rd Year	80,209	88,276	99,068
Prosecutor 4th Year	81,418	89,485	100,416
Prosecutor 5th Year	85,066	93,133	104,484
Prosecutor 6th Year	89,928	97,995	109,905
Prosecutor 7th Year	92,356	100,423	112,612
Prosecutor 8th Year	93,569	101,636	113,964
Prosecutor 9th Year	96,547	104,614	117,285
Prosecutor 10th Year	99,062	107,129	120,089
Prosecutor Sergeant 1st Year	94,789	102,856	115,325

Prosecutor Sergeant 2nd Year	94,789	102,856	115,325
Prosecutor Sergeant 3rd Year	99,647	107,714	120,741
Prosecutor Sergeant 4th Year	103,291	111,358	124,804
Prosecutor Sergeant 5th Year	108,156	116,223	130,229
Prosecutor Sergeant 6th Year	109,368	117,435	131,580
	-		
Prosecutor Senior Sergeant 1st Year	108,156	116,223	130,229
Prosecutor Senior Sergeant 2nd Year	109,368	117,435	131,580
Prosecutor Senior Sergeant 3rd Year	111,795	119,862	134,286
Prosecutor Senior Sergeant 4th Year	115,352	123,419	138,252

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%			
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	73,486	81,754	91,812
Prosecutor 2nd Year	74,735	83,003	93,205
Prosecutor 3rd Year	82,214	90,482	101,544
Prosecutor 4th Year	83,453	91,721	102,925
Prosecutor 5th Year	87,193	95,461	107,095
Prosecutor 6th Year	92,176	100,444	112,651
Prosecutor 7th Year	94,665	102,933	115,426
Prosecutor 8th Year	95,908	104,176	116,812
Prosecutor 9th Year	98,961	107,229	120,217
Prosecutor 10th Year	101,539	109,807	123,091
	-		
Prosecutor Sergeant 1st Year	97,159	105,427	118,207
Prosecutor Sergeant 2nd Year	97,159	105,427	118,207
Prosecutor Sergeant 3rd Year	102,138	110,406	123,759
Prosecutor Sergeant 4th Year	105,873	114,141	127,923
Prosecutor Sergeant 5th Year	110,860	119,128	133,484
Prosecutor Sergeant 6th Year	112,102	120,370	134,869
	-		
Prosecutor Senior Sergeant 1st Year	110,860	119,128	133,484
Prosecutor Senior Sergeant 2nd Year	112,102	120,370	134,869
Prosecutor Senior Sergeant 3rd Year	114,590	122,858	137,643
Prosecutor Senior Sergeant 4th Year	118,236	126,504	141,708

Table 4 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	131,841
Inspector 2nd Year	138,547
Inspector 3rd Year	147,764
Inspector 4th Year	152,573
Inspector 5th Year	154,886
Inspector 6th Year	158,489
Inspector 7th Year	164,490
Inspector 8th Year	166,899
Superintendent 1st Year	179,599
Superintendent 2nd Year	186,207

Superintendent 3rd Year	188,609
Superintendent 4th Year	191,011
Superintendent 5th Year	193,815
Superintendent 6th Year	197,019
Superintendent 7th Year	199,423
Superintendent 8th Year	204,935

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	135,137
Inspector 2nd Year	142,011
Inspector 3rd Year	151,458
Inspector 4th Year	156,387
Inspector 5th Year	158,758
Inspector 6th Year	162,451
Inspector 7th Year	168,602
Inspector 8th Year	171,071
	-
Superintendent 1st Year	184,089
Superintendent 2nd Year	190,862
Superintendent 3rd Year	193,324
Superintendent 4th Year	195,786
Superintendent 5th Year	198,660
Superintendent 6th Year	201,944
Superintendent 7th Year	204,409
Superintendent 8th Year	210,058

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	138,515
Inspector 2nd Year	145,561
Inspector 3rd Year	155,244
Inspector 4th Year	160,297
Inspector 5th Year	162,727
Inspector 6th Year	166,512
Inspector 7th Year	172,817
Inspector 8th Year	175,348
	-
Superintendent 1st Year	188,691
Superintendent 2nd Year	195,634
Superintendent 3rd Year	198,157
Superintendent 4th Year	200,681
Superintendent 5th Year	203,627
Superintendent 6th Year	206,993
Superintendent 7th Year	209,519
Superintendent 8th Year	215,309

Table 5 - Travelling Allowance and Motor Vehicle Allowances

Item 1

Capital Cities	Per Day \$
Adelaide	282.95
Brisbane	330.95
Canberra	293.95
Darwin	341.95
Hobart	257.95
Melbourne	298.95
Perth	328.95
Sydney	310.95

High Cost Country Centres	Per Day \$
Albany (WA)	304.95
Alice Springs (NT)	275.95
Bordertown (SA)	260.95
Bourke (NSW)	290.95
Bright (VIC)	277.95
Broome (WA)	385.95
Bunbury (WA)	280.95
Burnie (TAS)	285.95
Cairns (QLD)	278.95
Carnarvon (WA)	276.95
Castlemaine (VIC)	271.95
Chinchilla (QLD)	268.95
Christmas Island (WA)	305.95
Cocos (Keeling) Islands (WA)	410.95
Colac (VIC)	263.95
Dalby (QLD)	275.95
Dampier (WA)	300.95
Derby (WA)	315.95
Devonport (TAS)	270.95
Emerald (QLD)	281.95
Esperance (WA)	266.95
Exmouth (WA)	380.95
Geraldton (WA)	300.95
Gladstone (QLD)	312.95
Gold Coast (QLD)	325.95
Gosford (NSW)	265.95
Halls Creek (WA)	324.95
Hervey Bay (QLD)	282.95
Horn Island (QLD)	325.95
Jabiru (NT)	325.95
Kalgoorlie (WA)	284.95
Karratha (WA)	425.95
Katherine (NT)	259.95
Kingaroy (QLD)	259.95
Kununurra (WA)	327.95
Mackay (QLD)	286.95
Maitland (NSW)	277.95
Mount Isa (QLD)	285.95
Mudgee (NSW)	260.95
Newcastle (NSW)	290.95

Newman (WA)	320.95
Norfolk Island	454.95
Northam (WA)	288.95
Orange (NSW)	280.95
Port Hedland (WA)	385.95
Port Lincoln (SA)	295.95
Port Macquarie (NSW)	265.95
Port Pirie (SA)	275.95
Queanbeyan (NSW)	
Roma (QLD)	264.95
Thursday Island (QLD)	325.95
Townsville (QLD)	268.95
Wagga Wagga (NSW)	269.95
Weipa (QLD)	263.95
Whyalla (SA)	288.95
Wilpena-Pound (SA)	292.95
Wollongong (NSW)	261.95
Wonthaggi (VIC)	263.95
Yulara (NT)	425.95

Tier 2 Country Centres	Per Day \$
Albury (NSW)	248.45
Ararat (VIC)	248.45
Armidale (NSW)	248.45
Ayr (QLD)	248.45
Bairnsdale (VIC)	248.45
Ballarat (VIC)	248.45
Bathurst (NSW)	248.45
Bega (NSW)	248.45
Benalla (VIC)	248.45
Bendigo (VIC)	248.45
Broken Hill (NSW)	248.45
Bundaberg (QLD)	248.45
Ceduna (SA)	248.45
Charters Towers (QLD)	248.45
Coffs Harbour (NSW)	248.45
Cooma (NSW)	248.45
Dubbo (NSW)	248.45
Echuca (VIC)	248.45
Geelong (VIC)	248.45
Goulburn (NSW)	248.45
Griffith (NSW)	248.45
Gunnedah (NSW)	248.45
Hamilton (VIC)	248.45
Horsham (VIC)	248.45
Innisfail (QLD)	248.45
Kadina (SA)	248.45
Launceston (TAS)	248.45
Mildura (VIC)	248.45
Mount Gambier (SA)	248.45
Muswellbrook (NSW)	248.45
Naracoorte (SA)	248.45
Nowra (NSW)	248.45
Port Augusta (SA)	248.45
Portland (VIC)	248.45

Queanbeyan (NSW)	248.45
Queenstown (TAS)	248.45
Renmark (SA)	248.45
Rockhampton (QLD)	248.45
Sale (VIC)	248.45
Seymour (VIC)	248.45
Shepparton (VIC)	248.45
Swan Hill (VIC)	248.45
Tamworth (NSW)	248.45
Tennant Creek (NT)	248.45
Toowoomba (QLD)	248.45
Townsville (QLD)	248.45
Tumut (NSW)	248.45
Wangaratta (VIC)	248.45
Warrnambool (VIC)	248.45
Other country centres	\$226.45

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$19.05

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	26.45
Lunch	29.75
Dinner	50.70

Tier 2 and other country centres

Breakfast	23.70
Lunch	27.05
Dinner	46.65

Item 4

Use of Private Motor Vehicle Cents per kilometre

Official Business	66.0
Casual Rate	26.4
Motor Cycle Allowance (50% of the official business rate)	33.0

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents Per Annum
\$

Grade A	1,996
Grade B	2,647
Grade C	3,535

Item 2

Without Dependents

Per Annum
\$

Grade A	1,393
Grade B	1,856
Grade C	2,477

Table 7 - Detectives' Special Allowance

Per Annum
\$

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%	1,859
From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	1,905
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	1,953

Table 8 - Prosecutors' Special Allowance

Per Annum
\$

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.27%	1,529
From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	1,568
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	1,607

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

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%

Per Annum
\$

Grade 1 Six months following permanent appointment	1,213
Grade 2 Six months following permanent appointment	1,816
3 years after permanent appointment	2,119
5 years after permanent appointment	2,419
Grade 3 Six months following permanent appointment	3,030
3 years after permanent appointment	3,634
5 years after permanent appointment	4,251
Grade 4 Six months following permanent appointment	5,144
3 years after permanent appointment	6,357
5 years after permanent appointment	7,870

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%

Per Annum
\$

Grade 1 Six months following permanent appointment	1,243
-------------------------------------------------------	-------

Grade 2	
Six months following permanent appointment	1,861
3 years after permanent appointment	2,172
5 years after permanent appointment	2,479
Grade 3	
Six months following permanent appointment	3,106
3 years after permanent appointment	3,725
5 years after permanent appointment	4,357
Grade 4	
Six months following permanent appointment	5,273
3 years after permanent appointment	6,516
5 years after permanent appointment	8,067

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%

	Per Annum \$
Grade 1	
Six months following permanent appointment	1,274
Grade 2	
Six months following permanent appointment	1,908
3 years after permanent appointment	2,226
5 years after permanent appointment	2,541
Grade 3	
Six months following permanent appointment	3,184
3 years after permanent appointment	3,818
5 years after permanent appointment	4,466
Grade 4	
Six months following permanent appointment	5,405
3 years after permanent appointment	6,679
5 years after permanent appointment	8,269

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%	17,594
From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	18,034
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	18,485

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
--------------------------------------------------------------------------------------------------------------	-----

Table 12 - On-Call Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%

	\$
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;	20.06
Where the period advised to be on call is 24 hours, for each such period the rate is;	30.06
Vehicle Care as defined in 48.2	9.99

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%

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;	20.56
Where the period advised to be on call is 24 hours, for each such period the rate is;	30.81
Vehicle Care as defined in 48.2	10.24

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%

Where the period advised to be on call is between 2 ordinary shifts or less than for each such period the rate is;	21.08
24 hours, Where the period advised to be on call is 24 hours, for each such period the rate is;	31.58
Vehicle Care as defined in 48.2	10.50

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

Table 13 - Meal Allowances (Non-Commissioned Officers)

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

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

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

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

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

Breakfast	\$29.40
Lunch	\$29.40
Dinner	\$29.40
Supper	\$10.90

Table 14 - Stocking Allowance (Non-Commissioned Officers)

	Maximum Per Annum \$
Stocking Allowance	121.00

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

Non-Commissioned Officers required to perform duty in plain clothes shall 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) shall not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 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

Senior Constable Level 3 (loaded hourly rate)	\$46.65
Incidental Allowance	\$19.05
Operations Allowance	\$10.00
Total	\$75.70

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 July 2017 - 2.5%	6,000
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	6,150
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	6,304

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 July 2017 - 2.5%	12,000
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	12,300
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	12,608

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 Clause 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 July 2017 - 2.5%	15,000
From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	15,375
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	15,759

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

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

Crown Employees (Police Officers - 2013) Award - History

Date Published	Volume	Publication No.	Description
25 June 2013	375	C8069	Award

Crown Employees (Police Officers - 2014) Award - History

Date Published	Volume	Publication No.	Description
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
			Award

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (STATE EMERGENCY SERVICE) STATE OPERATIONS CENTRE - CONTINUOUS SHIFT WORKERS AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Emergency Service.

(Case No. 335609 of 2017)

Before Chief Commissioner Kite

1 December 2017

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|-----|--------------------------------------------------------|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 4. | Application |
| 5. | Coverage |
| 6. | Salaries |
| 7. | Rostering and Shift Arrangements |
| 8. | Shift Work |
| 9. | Maximum Hours |
| 10. | Meal Breaks |
| 11. | Breaks between Shifts and Shift Cycle Changes |
| 12. | Daylight Saving |
| 13. | Alteration to Hours of Work |
| 14. | Requirement to work additional hours |
| 15. | Exchange of Shifts |
| 16. | Hearing and Eye Sight Testing |
| 17. | Higher Duties Shift |
| 18. | Work Health and Safety |
| 19. | Representation |
| 20. | Anti-Discrimination |
| 21. | Grievance and Dispute Settling Procedures |
| 22. | Conditions Fixed By Other Instruments of
Employment |
| 23. | Existing Entitlements |
| 24. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salary Schedule

2. Title

This award shall be known as the Crown Employees (State Emergency Service) State Operations Centre - Continuous Shift Workers Award 2017.

3. Definitions

Act means the *Government Sector Employment Act 2013*.

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

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

Commissioner means - the Commissioner of the State Emergency Service.

Director means - the Head of a State Emergency Service Directorate.

Casual Employee means any employee engaged in terms of Division 5, Section 43 of the Government Sector Employment Act 2013 and any guidelines issued thereof or as amended from time to time.

"Industrial Relations Secretary" means the Secretary of the Treasury who is the employer for industrial purposes under the provision of Part 4, *Government Sector Employment Act 2013*.

Full-time employee means an employee whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours of 35 hours.

On Duty means the time required to be worked for the Service.

Ordinary Hourly Rate of Pay means the hourly rate equivalent of the annual rate of pay of the classification calculated using the formula set out in clause 12.3.1, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Overtime means all time worked, whether before or after the ordinary rostered hours of duty, at the direction of the Director, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.

Part-time employee means an employee whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

Public Holiday means a day proclaimed under the *Public Holidays Act 2010* or the *Retail Trading Act 2008*, as a bank or a public holiday.

Service means the NSW State Emergency Service.

Shift Cycle Change means a change from a day shift to a night shift or a night shift to a day shift.

Shift Worker - Continuous Shifts means an employee engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Director.

4. Application

This award was negotiated between the State Emergency Service, the Industrial Relations Secretary and the Public Service Association.

5. Coverage

The provisions of this award shall apply to ongoing, temporary and casual employees (both full-time and part-time), as defined in the *Government Sector Employment Act 2013* who are employed by the State Emergency Service and appointed to roles in the State Operations Centre (formerly known as the Communications Centre or ComCen) classified as Communications Officer, Team Leader, and Duty Operations Officer, and who work continuous shift work.

6. Salaries

- (a) Salaries payable to employees covered by this Award shall be in accordance with the Crown Employees (Public Sector - Salaries 2017) Award or any variation or replacement award.
- (b) Salary Progression shall be by way of annual increment, according to the requirements in the Government Sector Employment Regulation 2014, Division 2, Section 14.

7. Rostering and Shift Arrangements

- (a) The Operations Centre operates on a 24 hours per day, 7 days per week basis across the year.
- (b) Full Time Employees will work the equivalent of 35 hours per week over a roster period.
- (c) Rosters covering a minimum of 5 weeks, and up to a maximum of 16 weeks are to be published with as much notice as possible, but in any case a minimum 2 (two) weeks in advance before commencement of the roster.
- (d) Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Director.
- (e) Shifts will generally commence at:

Day Shift 06:30 - 19:00

Night Shift 18:30 - 07:00
- (f) Shifts will be a maximum of 12.5 hours and will be predominantly based on a combination of forward rotating day and night shifts, except where flexible work options are requested and approved, or where operational needs can be demonstrated to require a different attendance mix.
- (g) Shifts of a shorter length will continue in use to provide training and development to employees as well as a means for balancing employees' hours to an average of 35 per week in the roster cycle.
- (h) Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Director. Where requests are being considered, or where an operational need exists for alternative rostering, agreement will not be unreasonably withheld.
- (i) It is acknowledged that operational needs may require alternative approaches to rostering and the parties commit to undertake consultation should different needs arise.
- (j) Nothing in this award is intended to circumvent subsection (1) of Section 22, Maximum ordinary hours of employment of the NSW *Industrial Relations Act 1996*.

8. Shift Work

- (a) Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	5% shift loading applies to a minimum 7 hour shift
Afternoon - at or after 10am and before 4pm	12.5%
Night - at or after 4pm and before 6am	15.0%

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts where the majority of the shift occurs on a weekday, Monday to Friday.
- (c) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (d) Saturday Shifts - Shift workers working on an ordinary rostered shift where the majority of that shift falls between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (e) Sunday Shifts - Shift workers working on an ordinary rostered shift where the majority of that shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- (f) Public Holidays -
 - (1) Where a shift worker is required to and does work the majority of shift on a Public Holiday, the shift worker shall be paid at two and a half times the rate for the whole shift worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
 - (2) A shift worker rostered off duty on a Public Holiday, or who does not work the majority of a shift on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have 7 (seven) hours added to his/her annual holidays for each such day;
- (g) Annual leave - will accrue at the rate of four weeks per year for a full time staff member, that is, 140 hours plus their normal rest days.
- (h) Additional leave - will accrue for a full time staff member on the following basis:

Number of ordinary shifts worked where the majority of that shift occurs on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional day
18-24	3 additional day
25-31	4 additional day
32 or more	5 additional day

9. Maximum Hours

- (a) The maximum hours to be worked in a day or a week (7 days) should not exceed the following, other than in emergency circumstances, or other negotiated circumstances
 - (1) Maximum of 4 consecutive shifts;
 - (2) Maximum of 3 consecutive night shifts;
 - (3) Maximum 50 hours rostered per week.

10. Meal Breaks

- (a) During a 12.5 (twelve and a half) hour shift, staff members as a minimum must take at least one unpaid meal break of 30 minutes, one paid meal break of 30 minutes plus two paid breaks totalling 30 minutes. The 30 minute unpaid meal break must be taken not later than five hours after commencing work.
- (b) Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break.

11. Breaks Between Shifts and Shift Cycle Changes

- (a) Breaks between shifts should not be less than 11.5 consecutive hours.
- (b) There should be a minimum of 2 (two) days (48 hours) off between shift cycle changes other than in emergency or operational circumstances..
- (c) In emergencies where a shift worker needs to remain on duty after a shift, the minimum break between shifts should never be less than 10 (ten) hours and should be compensated as soon as possible with a longer break.
- (d) If a shift worker resumes or continues to work without having had ten (10) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers, in the Crown Employees (Public Service Conditions of Employment) Award 2009, until released from duty for ten (10) consecutive hours. The shift worker will then be entitled to be off duty for at least ten (10) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (e) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (1) The completion of an ordinary rostered shift; or
 - (2) The completion of authorised overtime; or
 - (3) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

12. Daylight Saving

For work performed which spans the time of introduction or cessation of a system of daylight saving as prescribed by relevant State legislation, a shift worker shall be paid according to the actual hours worked. Rostering arrangements will ensure that at least the minimum working hours are maintained.

13. Alteration to Hours of Work

- (a) Rosters once determined and made available may be altered by:
 - (1) The Service by giving two week's notice of the requirement to change the arrangements of hours or the shift roster under normal circumstances; or
 - (2) By mutual agreement between the Service and the shift worker.
- (b) The Service reserves the right to change shift rosters in accordance with operational imperatives.
- (c) Provided that where the Service receives a significant concern about the alteration to the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Service.

14. Requirement to Work Additional Hours

- (a) The Commissioner may require a staff member to perform duty beyond the hours determined under this award but only if it is reasonable for the staff member to be required to do so.
- (b) A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours.
- (c) In determining what is unreasonable, the following factors shall be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to staff member health and safety,
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Commissioner or delegated authority regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (5) any other relevant matter

15. Exchange of Shifts

- (a) Exchange of shifts will be allowed for special reasons provided the change does not result in excessive daily or weekly hours for any shift worker.
- (b) An exchange of shifts should not occur if it results in overtime being payable or if it results in hours that creates fatigue management issues.
- (c) All requests for shift exchange by employees are to be submitted in writing to the most senior officer on duty.

16. Hearing and Eye Sight Testing

- (a) Employees will be required to undergo hearing and eye sight testing prior to commencing employment.
- (b) Any further tests will be conducted in accordance with medical advice or at the request of the employee or the Manager Operations.

17. Higher Duties Shift

Operations staff members, when required to provide relief in a higher level position for the whole shift or a minimum of two hours of the shift, will be compensated by way of Higher Duties Allowance at the rate of salary for the higher position plus any applicable allowances for the whole shift.

18. Work Health and Safety

The Service is committed to the safety and welfare of staff and will consider Work Health and Safety issues in planning rosters and working arrangements, in compliance with its WHS, fatigue management policies.

19. Representation

Shift workers are to be adequately represented on any committees with a consultative or decision making function regarding their work. If they attend relevant meetings outside shift arrangements they will be considered at work and rosters are to be adjusted accordingly.

20. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations the parties 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 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.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (1) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) Offering or providing junior rates of pay to persons under 21 years of age;
 - (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*;
 - (4) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (2) Section 56 (d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to religious susceptibilities of the adherents of that religion."

21. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Agency, if required.
- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- (d) The immediate manager, or other appropriate officer, should convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall

respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Commissioner.

- (f) The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved, the Commissioner shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, and the Agency shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

22. Conditions Fixed By Other Instruments of Employment

Conditions of employment for employees shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 except where varied by this Award.

The provisions of this Award are to apply to part-time employees on a pro-rata basis.

23. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in another award which covers Service staff other than specified in clause 23 of this award.

24. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Crown Employees (NSW State Emergency Service) Communication Centre - Continuous Shift Workers Award, and all variations thereof.
- (b) This Award was made on 1 December 2017 and shall remain in force for twelve months.
- (c) The provisions of this award shall apply to employees as described in clause 5 Coverage of this Award.

25. No Extra Claims

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

PART B**MONETARY RATES****Table 1 - Salary Schedule**

State Operations Centre employees will be paid in accordance with the Crown Employees (Public Sector - Salaries 2017) Award as varied or an award replacing it.

Classifications and Grades	Common Salary Point	1.7.17 Per annum +2.5% \$
Duty Operations Officers Clerk Grade 7/8		
1st year of service	88	92,470
2nd year of service	91	95,235
3rd year of service	95	99,204
Thereafter	98	102,359
State Operations Centre Team Leader, Clerk Grade 3/4		
1st year of service	58	68,929
2nd year of service	61	71,008
3rd year of service	64	73,224
Thereafter	67	75,476
State Operations Centre Communications Officers, Clerk Grade 1/2		
1st year of service	46	61,658
2nd year of service	49	63,469
3rd year of service	52	65,240
Thereafter	55	67,031

P. KITE , Chief Commissioner

Printed by the authority of the Industrial Registrar.

NSW AMBULANCE DEATH AND INCOME PROTECTION BENEFITS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/336433)

Before Chief Commissioner Kite

8 November 2017

AWARD

PART A

INTRODUCTION AND INTENTIONS, ARRANGEMENT AND DEFINITIONS

1. Introduction and Intentions

- 1.1 This Award shall be known as the NSW Ambulance Income Protection and Death Benefits (State) Award 2017.
- 1.2 The intentions and commitments of this Award are to provide:
- 1.2.1 benefits in the event that an on duty or off duty illness or injury results in the death or incapacity of an officer; and
- 1.2.2 transitional arrangements related to the cessation of lump sum benefits for total and permanent disablement and partial and permanent disablement previously available under the Ambulance Service of NSW Death and Disability (State) Award published 21 October 2016 (380 I.G. 1549) as varied from time to time.
- 1.2.3 a health and wellness program for officers.
- 1.3 This Award shall be in five parts as follows:
- Part A - Introduction and Intentions, Arrangement and Definitions.
- Part B - Arrangements for Officers Entitled to the Death and Income Protection Benefits Prescribed by this Award.
- Part C - Transitional Provisions
- Part D - Health and Wellness Program
- Part E - Exclusions, Disputes, Anti-Discrimination and Area, Incidence and Duration

2. Arrangement

Clause No.	Subject Matter
1.	Introduction and Intentions
2.	Arrangement
3.	Definitions
4.	Coverage
5.	Other Entitlements Not Affected

6. Insurance
7. Lump Sum Payments for Death
8. Income Protection
9. Officers Covered by the Transitional Provisions
10. Transitional Payments for On Duty Total and Permanent Disability
11. Transitional Payments for Off Duty Total and Permanent Disability
12. Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability
13. Insurance and Assessment of Entitlement to Transitional Benefits
14. Exclusion
15. Health and Wellness Program
16. Grievance Mechanism
17. Anti-Discrimination
18. Cost of the Scheme and Award Review
19. Area, Incidence and Duration

Annexure A - Definition of 'Suitable Employment'

Annexure B - Benefits for On Duty Death

Annexure C - Benefits for Off Duty Death

Annexure D - Transitional Benefits

Annexure E - Components of 'Salary'

3. Definitions

"actuary" means an actuary appointed by NSW Ambulance.

"date of disablement" means the last day the officer works in their pre-injury duties.

"NSW Ambulance" means the Ambulance Service of NSW, a Division of the NSW Health Service, as established by the *Health Services Act 1997*.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"officer" means an employee in a classification for which it is an essential requirement that they possess, or undertake the Diploma in Paramedical Science (or an equivalent, or its predecessor qualification). This is confined to classifications under Clause 5 Classifications of the Operational Ambulance Officers (State) Award and Clause 4 Definitions of the Operational Ambulance Managers (State) Award, as varied or replaced from time to time, but excludes temporary and casual employees of both Awards. For the purpose of this award, NSW Ambulance positions designated as Health Relationship Manager are included in the definition of officer at the operative date of this Award.

"on duty injury" means an injury (including a disease injury) for which an officer is entitled to compensation under the applicable terms and provisions of the *Workers Compensation Act 1987*, as amended or replaced from time to time.

"partial and permanent disability" means the officer's cessation of employment was substantially due to the permanent physical or mental disability of the officer (not caused by any act or default of the officer intended to produce an injury leading to that disability) and the officer is, when the officer ceases to be employed by NSW Ambulance, permanently unable, by reason of that disability, to perform the duties of the position for which the officer was substantively employed.

"salary" means for officers covered by the Operational Ambulance Officers (State) Award the base salary prescribed by that award (including allowances regarded as part of salary for the purposes of that award) plus 20% and salary plus 3% for officers under the Operational Ambulance Managers (State) Award. The award components that make up "salary" are contained in the schedule at Annexure E. In the case of officers

employed on a full time basis, lump sum benefits payable under this Award shall utilise the salary as defined above. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.

"State Authorities Superannuation Scheme" means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" means the superannuation scheme established under the *Superannuation Act 1916*.

"suitable employment" means the same as the definition prescribed in the applicable provisions of the *Workers Compensation Act 1987*, as amended or replaced from time to time. The applicable definition that has application from the commencement of this Award is contained at Annexure A to this Award.

"total and permanent disability" means:

a) An officer suffers the loss of:

the use of two limbs, or

the sight of both eyes, or

the use of one limb and the sight of one eye

where limb is defined as the whole hand or the whole foot: or

b) An officer working 15 hours each week or more

The officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the officer unlikely to ever engage in any gainful profession, trade or occupation for which the officer is reasonably qualified by reason of education, training or experience.

c) An officer working less than 15 hours each week

The officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the officer being unable to undertake any two of the activities listed below:

i) Bathing - to shower or bathe

ii) Dressing - to dress or undress

iii) Toileting - to use the toilet including getting on or off

iv) Feeding - to eat and drink

v) Mobility - to get in or out of his/her wheelchair

vi) Continence - to control bladder and bowel function

If the officer can perform the activity on his/her own by using special equipment the officer is not to be considered unable to perform the activity.

"Union/s" means Health Services Union NSW and/or Australian Paramedics Association (NSW).

PART B

ARRANGEMENTS FOR OFFICERS ENTITLED TO THE DEATH AND INCOME PROTECTION BENEFITS PRESCRIBED BY THIS AWARD

4. Coverage

- 4.1 This Award applies to all officers with the following exceptions:
- 4.1.1 members of the State Superannuation Scheme; and
 - 4.1.2 officers aged 65 years and over.
- 4.2 Officers who are members of the State Authorities Superannuation Scheme who have additional benefit cover are not entitled to the death benefits provided by clause 7 of this Award. However, such officers are entitled to income protection benefits provided by clause 8 of this Award.

5. Other Entitlements Not Affected

- 5.1 The benefits conferred upon officers by this Award do not affect:
- 5.1.1 any compensation payable under the *Workers Compensation Act 1987*; or
 - 5.1.2 any superannuation entitlements.

6. Insurance

- 6.1 NSW Ambulance will establish with First State Super, a superannuation scheme to pay the benefits prescribed by clause 7 of this Award.
- 6.2 NSW Ambulance will take out an insurance policy to pay the benefits prescribed by clause 8 of this Award.
- 6.3 An officer
- 6.3.1 who suffers a disability arising from an injury before the commencement date of the insurance policy described at subclause 6.2; and
 - 6.3.2 who is not covered by the insurance policy described at subclause 6.2 in respect of that disability; and
 - 6.3.3 who is not entitled to a payment under Part C Transitional Provisions of this Award; and
 - 6.3.4 who would have been covered and eligible for benefits in respect of that disability under the Ambulance Service of NSW Death and Disability (State) Award,
- is entitled to be paid by NSW Ambulance in respect of that disability such amounts as are equivalent to the amounts that the officer would have been paid under the new insurance policy described at subclause 6.2, if that policy had covered the officer.

7. Lump Sum Payments for Death

- 7.1 Officers shall be entitled to a lump sum payment in accordance with Annexure B to this Award in the event that an on duty injury results in an officer's death.
- 7.2 Lump sum benefits payable under subclause 7.1 of this Award shall be calculated utilising the salary as defined in this Award.

- 7.3 Officers shall be entitled to a lump sum payment in accordance with Annexure C to this Award in the event that an off duty injury results in an officer's death. The lump sum amounts specified at Annexure C shall be increased in accordance with general increases in salaries prescribed in Operational Ambulance Officers (State) Award or the Operational Ambulance Managers (State) Award.
- 7.4 For the purposes of this clause, an officer's age shall be his/her age at the date of death.
- 7.5 Entitlements to receive a lump sum benefit from the First State Super insurance superannuation scheme shall be assessed in accordance with the applicable trust deed and policy document that applies at such time. Any dispute will be assessed in accordance with the First State superannuation scheme's Disputes and Complaints procedure, as varied or replaced from time to time. This includes any dispute as to entitlement to receive a lump sum payment from the First State Insurance Superannuation Scheme.

8. Income Protection

- 8.1 NSW Ambulance will take out and maintain an income protection insurance policy that provides insurance cover that applies where, due to illness or injury incurred either on or off duty, an officer is unable to perform the duties of the position for which they are substantively employed and they are under the care of a medical practitioner.
- 8.2 NSW Ambulance will take out an insurance policy that includes the following terms at a minimum:
- A disability benefit which tops up any other income received by the officer so that the officer receives 75% of pre-disability salary.
- A waiting period of 90 days before any benefit is payable in the case of an Off Duty Injury, or 26 weeks in the case of an On Duty Injury.
- A maximum benefit period of five years for on duty injuries, and two years for off duty injuries.
- An officer is not forced to use their accrued sick leave during waiting periods.
- If an officer's employment is terminated as a result of illness or injury during the benefit period, the termination of the employment does not affect benefits to which the officer is otherwise entitled.
- 8.3 Entitlements to income protection benefits shall be assessed in accordance with the terms of the insurance policy. Any associated dispute will be assessed in accordance with the Disputes and Complaints procedure as contained in the insurance policy.

PART C

TRANSITIONAL PROVISIONS

9. Officers Covered By the Transitional Provisions

- 9.1 This Part of the Award applies to officers who as at 19 August 2016 contributed a percentage of their salary towards the benefits formerly provided under the Ambulance Service of NSW Death and Disability (State) Award as follows:
- 9.1.1 Officers who contributed 1.8 per cent of their salary are entitled to the provisions of clauses 10, 11 and 12 of this Award.
- 9.1.2 Officers who contributed 0.92 per cent of their salary are entitled to the provisions of clauses 10 and 11 of this Award.
- 9.1.3 Officers who contributed 0.88 per cent of their salary are entitled to the provisions of clause 12 of this Award.

10. Transitional Payments for on Duty Total and Permanent Disability

- 10.1 Officers specified at subclauses 9.1.1 and 9.1.2 of this Award and whose date of disablement is on or prior to 19 August 2016 shall be entitled to a lump sum payment in accordance with Table 1 of Annexure D to this Award in the event that an on duty injury results in an officer suffering total and permanent disability.
- 10.2 For the purposes of this clause, an officer's age shall be his/her age at the date of disablement.

11. Transitional Payments for Off Duty Total and Permanent Disability

- 11.1 Officers specified at 9.1.1 and 9.1.2 of this Award and whose date of disablement is on or prior to 19 August 2016 shall be entitled to a lump sum payment in accordance with the scale set out in Table 2 of Annexure D of this Award in the event that an off duty injury results in their total and permanent disability. Any such lump sum payment will be at the rate effective at the date of disablement.
- 11.2 For the purposes of this clause, an officer's age shall be his/her age at the date of disablement or at such earlier date as may be determined by the parties in accordance with clause 16.1.
- 11.3 The lump sum amounts prescribed at Table 2 of Annexure D shall be increased in accordance with general increases in salaries prescribed by the Operational Ambulance Officers (State) Award or the Operational Ambulance Managers (State) Award.

12. Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability

- 12.1 The lump sum payments prescribed by this clause may be payable to officers:
- 12.1.1 specified at subclauses 9.1.1 and 9.1.3 of this Award; and
 - 12.1.2 who are medically unfit for their pre-injury duties on 19 August 2016; and
 - 12.1.3 whose date of disablement is on or prior to 19 August 2016.
- 12.2 An officer who returns to pre-injury duties on or after 20 August 2016 is not entitled to the provisions of this clause. For this purposes of this subclause, an officer who returns to their substantive position with restrictions under a supervised return to work plan as part of the rehabilitation processes as outlined in this clause, is not considered to have returned to pre-injury duties.
- 12.3 In order to be entitled to a benefit pursuant to this clause an officer must engage in the provisions outlined within this clause.
- 12.4 There is a mutual obligation on both NSW Ambulance and the injured officer to identify suitable employment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable employment made by NSW Ambulance, which may include transfer to another location. A failure to accept one of three offers of suitable employment will jeopardise any benefits or entitlements payable under this Award and may result in termination of employment.
- 12.5 An officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with the following NSW Ambulance policies and procedures:
- a. Workers Compensation and Recovery at Work Operating Procedure (PRO2016-035);
 - b. Redeployment of Injured Workers Under Workers Compensation Operating Procedure (PROC2015_010);
- as varied or replaced from time to time, leading to a return to pre-injury employment wherever possible.

- 12.5.1 Where a return to pre-injury employment is not possible, as determined by a medical assessor contracted by NSW Ambulance, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought.
- 12.5.2 If permanent placement in suitable employment within NSW Ambulance is not possible the employment of the officer may be terminated. In such circumstances the officer, subject to eligibility being established, shall be paid a lump sum payment in accordance with Table 3 of Annexure D to this Award.
- 12.6 An officer who suffers an off duty related injury/illness, shall receive rehabilitation/retraining consistent with the non work related injuries/illness section/s of the NSW Ambulance's 'Workers Compensation and Recovery at Work Operating Procedure (PRO2016_035)', as varied or replaced from time to time, leading to a return to pre-injury employment wherever possible.
- 12.6.1 No medical or rehabilitation costs will be met by NSW Ambulance for off duty injuries.
- 12.6.2 Where a return to pre-injury employment is not possible as determined by the medical assessor, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought wherever reasonably practical. Suitable employment can include redeployment to an administrative position.
- 12.6.3 If permanent placement in suitable employment within NSW Ambulance is not possible the employment of the officer may be terminated and, in such circumstances, the officer shall be paid a lump sum payment equivalent to the unexpired portion of the two year full salary or full salary to age 60 (whichever is the lesser). In the case of permanent part time officers, the entitlements under this sub clause are calculated on a pro rata basis. The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.
- 12.7 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every officer who suffers partial and permanent disability to be placed in suitable employment with NSW Ambulance, wherever reasonably practical
- 12.8 An adequate opportunity will be given to the officer concerned and the Union (unless the officer expressly declines to agree to the Union being informed) to consider the NSW Ambulance's opinion that no suitable employment is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to cessation of employment. Such opportunity will also be given in situations where it is disputed that any alternate employment is genuinely suitable. Suitable employment does not include employment that is merely token in nature and does not involve useful work in relation to the activities of NSW Ambulance, or is demeaning in nature having regard to the officer's incapacity and pre-injury employment, age, education, skills and work experience. The officer's place of residence will also be considered when determining suitable employment.

13. Insurance and Assessment of Entitlement to Transitional Benefits

- 13.1 The benefits prescribed by clauses 10 and 11 of this Award will be paid from the First State Super superannuation scheme which was established under the terms of the Ambulance Service of NSW Death and Disability (State) Award. Provided that NSW Ambulance will administer and pay for any benefits under clauses 10 and 11 of this Award for officers who are not covered by the scheme's trust deed and policy document
- 13.2 The benefits prescribed by clause 12 of this Award will be administered and paid by NSW Ambulance.
- 13.3 Officers can only receive one transitional benefit either a "partial and permanent disability benefit" or "total and permanent disability benefit". An officer will be required to sign a deed of undertaking when making a claim for benefits for partial and permanent disability. This deed ensures that any benefits obtained under partial and permanent disability will be repaid to NSW Ambulance should the officer be successful in claiming total and permanent disability.

- 13.4 Entitlement to benefits to be provided by NSW Ambulance pursuant to this Part may be assessed by an assessment provider engaged by NSW Ambulance, or by NSW Ambulance. Any dispute can be initially assessed in accordance with clause 16 of this award.
- 13.5 Entitlement to receive a lump sum benefit under clause 10 and 11 from the First State Super superannuation scheme shall be assessed in accordance with the terms of the First State Super superannuation scheme Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super superannuation scheme's Disputes and Complaints procedure.
- 13.6 Lump sum benefits payable under this Part shall be calculated utilising the salary as defined in this Award.
- 13.7 Officers covered by the transitional provisions under clauses 10, 11 or 12 of this Award cannot receive both a transitional payment and income protection benefits under clause 6.3 or clause 8 of this Award. If such officers claim an income protection benefit they will be required to sign a deed of undertaking when making that claim. This deed ensures that any benefits obtained under income protection will be repaid to NSW Ambulance should the officers be successful in claiming transitional total and permanent disability payments or transitional partial and permanent disability payments.

14. Exclusion

- 14.1 An officer otherwise entitled to benefits provided by Part C of this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action that may lead to removal from NSW Ambulance. However, if:
- 14.1.1 the initiation of or conduct of such disciplinary action by NSW Ambulance was not reasonable;
or
- 14.1.2 the officer is not ultimately removed from NSW Ambulance as a consequence of the disciplinary action,
- then the officer shall continue to be eligible to claim benefits for such injury.

PART D

HEALTH AND WELLNESS PROGRAM

15. Health and Wellness Program

- 15.1 NSW Ambulance will implement a Health and Wellness Program in accordance with the following objectives:
- 15.1.1 to promote health and wellness of paramedics and to assist them in meeting the occupational requirements of their job
- 15.1.2 to provide practical support, education and assistance to paramedics through structured health and wellness programs.
- 15.2 Nothing in the Health and Wellness Program shall give rise to any additional payment, allowance or any other financial benefit to any officer. The Program shall not give rise to any additional leave entitlements to any officer.
- 15.3 1.9% of the Government's maximum contribution as stipulated at subclause 18.2 of this Award will be used to fund initiatives under the Health and Wellness Program.

For example: If the Government's maximum contribution pursuant to 18.2 was \$10 million, then subclause 15.3 provides a fund of \$190,000 for initiatives under the Health and Wellness Program.

- 15.4 NSW Ambulance shall provide the unions with a yearly breakdown of the expenditure of the 1.9% of the Government's contribution on health and wellness initiatives.
- 15.5 Prior to funds identified in subclause 15.3 being applied, NSW Ambulance are to consult with unions on how such funds should be applied to initiatives under the Health and Wellness Program.

PART E

GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, AWARD REVIEW AND AREA, INCIDENCE AND DURATION

16. Grievance Mechanism

- 16.1 A committee will be formed comprised of equal representatives of APA, HSU and NSW Ambulance to consider grievances that arise from the application of this award. The Unions, NSW Ambulance or individual officers may refer such matters to the committee.
- 16.2 With the exception of the procedures outlined in subclauses 7.5, 8.3 or 13.5 of this Award, if an issue gives rise to a dispute, it shall be dealt with in accordance with the issue resolution procedures in Operational Ambulance Officers (State) Award 2017 and the Operational Ambulance Managers (State) Award 2017, as amended or replaced from time to time.

17. Anti-Discrimination

- 17.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 17.2 It follows that in fulfilling their obligations under clause 16 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 effect. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 17.3 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.
- 17.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 17.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

18. Cost of the Scheme and Award Review

- 18.1 There will be yearly actuarial and financial reviews conducted on the death and income protection scheme and the transitional provisions of this Award. The actuarial and financial reports created as part of these reviews are to be provided to the HSU and APA within 4 weeks of receipt by NSW Ambulance.
- 18.2 The long term cost to Government of benefits, rehabilitation and administrative costs for injury and the health and wellness program provided under this Award are to be a maximum of 3.6% of salaries as defined by this Award. If the results of the actuarial and financial reviews referred to above or if in any 12 month period:

18.2.1 the insurance premium/s quoted for the next 12 months, and/or

18.2.2 the claims experience of the preceding 12 months

are such that, in the opinion of the actuary and NSW Ambulance, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the scheme. Appropriate steps will then be taken by the parties to implement a revised scheme that maintains a maximum cost to Government of 3.6% of salaries.

18.3 If the results of the actuarial and financial reviews referred to above or if in any 12 month period:

18.3.1 the insurance premium/s quoted for the next 12 months, and/or

18.3.2 the claims experience of the preceding 12 months

are such that, in the opinion of the actuary and NSW Ambulance, the long term cost to the Government is likely to be less than 3% of salaries, there will be an immediate review of the scheme. Appropriate steps will then be taken by the parties to increase the benefits available to officers under a scheme that maintains a maximum cost to Government of 3.6% of salaries.

18.4 After the receipt of the actuarial and financial reports outlined in 18.1 above, any party may request a meeting to discuss the implication of the reports on the benefits available to officers.

19. Area, Incidence and Duration

19.1 This Award shall apply to all officers as defined in clause 3, Definitions, who are employed in NSW Ambulance by the Secretary of the Ministry of Health and this Award is binding on the Secretary of the Ministry of Health.

19.2 This Award follows the expiry of the NSW Ambulance Death & Income Protection Benefits Interim (State) Award published 20 May 2016 (C8590).

19.3 This Award commences on 20 August 2017 and remains in force until 19 August 2020.

19.4 The parties to this Award are the Secretary of the Ministry of Health, the Health Services Union (NSW) and the Australian Paramedics Association (NSW).

ANNEXURE A

Definition of ‘Suitable Employment’ pursuant to section 43A of the *Workers Compensation Act 1987*

- (1) Suitable employment in relation to a worker, means employment in work for which the worker is suited, having regard to the following:
- (a) the nature of the worker’s incapacity and pre-injury employment,
 - (b) the worker’s age, education, skills and work experience,
 - (c) the worker’s place of residence,
 - (d) the details given in the medical certificate supplied by the worker,
 - (e) the provisions of any injury management plan for the worker,
 - (f) any suitable employment for which the worker has received rehabilitation training,
 - (g) the length of time the worker has been seeking suitable employment,
 - (h) any other relevant circumstances.

- (2) In the case of employment provided by the worker's employer, suitable employment includes:
- (a) employment in respect of which:
 - (i) the number of hours each day or week that the worker performs work, or
 - (ii) the range of duties the worker performs, is suitably increased in stages (in accordance with a rehabilitation plan or return-to-work plan or otherwise), and
 - (b) if the employer does not provide employment involving the performance of work duties-suitable training of a vocationally useful kind provided:
 - (i) by the employer at the workplace or elsewhere, or
 - (ii) by any other person or body under arrangements made with the employer, but only if the employer pays an appropriate wage or salary to the worker in respect of the time the worker attends the training concerned.
- (3) However, in any such case, suitable employment does not include:
- (a) employment that is merely of a token nature and does not involve useful work having regard to the employer's trade or business, or
 - (b) employment that is demeaning in nature, having regard to subsection (1) (a) and (b) and to the worker's other employment prospects.
- (4) A worker is to be regarded as suitably employed if:
- (a) the worker's employer provides the worker with, or the worker obtains, suitable employment, or
 - (b) the worker has been reinstated to the worker's former employment under Part 7 of Chapter 2 of the *Industrial Relations Act 1996*.

ANNEXURE B

BENEFITS FOR ON DUTY DEATH

Entitlements to receive lump sum benefits shall be in accordance with the applicable First State Superannuation Scheme Trust Deed and Policy Document.

The lump sum benefits shown in the table below are payable from the First State Super insurance superannuation scheme in accordance with the scheme's trust deed. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Death Or Disablement	Lump Sum As Multiple Of Salary (salary effective at date of disablement)
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35

56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

ANNEXURE C

Entitlements to receive lump sum benefits shall be in accordance with the applicable First State Superannuation Scheme Trust Deed and Policy Document. The lump sum benefits shown in the table below are payable from the First State Super insurance superannuation scheme in accordance with the scheme's trust deed. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

BENEFITS FOR OFF DUTY DEATH

Age	Lump Sum Effective from the first pay period to commence on or after 1 July 2017
Less than 61 years of age	\$386,493
At age 61 to less than 62 years	\$309,194
At age 62 to less than 63 years	\$231,896
At age 63 to less than 64 years	\$154,597
At age 64 to less than 65 years	\$77,296

ANNEXURE D

TRANSITIONAL BENEFITS

TABLE 1

BENEFITS FOR ON DUTY TOTAL AND PERMANENT DISABILITY

Age At Disablement	Lump Sum As Multiple Of Salary (salary effective at date of disablement)
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

TABLE 2**BENEFITS FOR OFF DUTY TOTAL AND PERMANENT DISABILITY**

Age at Disablement	Lump Sum Effective from the first pay period to commence on or after 1 July 2017
Less than 61 years of age	\$386,493
At age 61 to less than 62 years	\$309,194
At age 62 to less than 63 years	\$231,896
At age 63 to less than 64 years	\$154,597
At age 64 to less than 65 years	\$77,296

TABLE 3**BENEFITS FOR ON DUTY PARTIAL AND PERMANENT DISABILITY**

Where an on duty benefit is less than the off duty benefit, the higher benefit would be payable.

Age at Disablement	Lump Sum as Multiple of Salary (salary effective at date of disablement)
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65

56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

ANNEXURE E

OPERATIONAL AMBULANCE OFFICERS

Components of Salary Base Salary (Stafflink Element)	Components of 20% Penalties (Stafflink Element)
AR916R AWD ASN Operation Centre Allowance	AN646N ASN Relocation Disturbance Allowance
AR919R AWD ASN Broken Hill Advanced Life Support	AN001N On Call Weekly
AR920R AWD ASN Broken Hill Paramedic Allowance	AN001N On Call
AR923R AWD ASN Broken Hill Allowance	AR564R Broken Hill Climatic and Isolation Allowance
AR937R AWD ASN Specialist Allowance	AN945N ASN Living Away Sustenance After Tax
zzzAR938R ASN Standby Rescue Allowance	PL001 Penalty 10 Percentage
AR941R AWD ASN Duty Operations Centre Air Ambulance	PL002 Penalty 12 and half Percentage
zzzAR942R AWD ASN Ambulance Studies Certificate	PL003 Penalty 15 Percentage
AN944R AWD Operations Centre Standby	PL006 Penalty Saturday 50 Percentage
EA001 Normal Hours	PL008 Penalty Sunday 75 Percentage
LP004 Sick Leave Payment	PL010 Public Holiday Penalty 50 Percentage
LP006 Annual Leave Entitlement Payment	PL011 Public Holiday Penalty 100 Percentage
LP006 Annual Leave Entitlement Payment	PL012 Public Holiday Penalty 150 Percentage
LP009 Extra Leave Payment	EA037 Public Holiday
LP011 Long Service Leave Payment	EA001 Normal Hours HGD
LP016 Time in Lieu Payment	PL007 Penalty 100 Percentage
WC044 Full Incapacity	PL001 Penalty 10 Percentage HGD
WC045 Partial Incapacity	PL002 Penalty 12 and half Percentage HGD
WC046 Statutory Incapacity	PL003 Penalty 15 Percentage HGD
WC047 Section 38	PL006 Penalty Saturday 50 Percentage HGD
WC048 Suitable Duty Full Hours	PL008 Penalty Sunday 75 Percentage HGD
WC048 Suitable Duty Full Hours HGD	PL010 Public Holiday Penalty 50 Percentage HGD
WC049 Suitable Duty Partial Hours	PL011 Public Holiday Penalty 100 Percentage HGD
WC049 Suitable Duty Partial Hours HGD	PL012 Public Holiday Penalty 150 Percentage HGD
WC050 Statutory Make Up	PL007 Penalty 100 Percentage HGD
WC051 Partial Incapacity No Time Lost	EA140 Crib Break Penalty
WC063 Workers Comp Public Holiday	
WC064 Totally Unfit Pd 1 Wks 1 to 13 PC 95	
WC065 Totally Unfit Pd 2 Wks 14 to 52 PC 80	
WC066 Totally Unfit Pd 3 Wks 53 to 130 PC 80	
WC067 Totally Unfit Wks 131 to 260 PC 80	
WC068 Totally Unfit greater than 260 Wks PC 80	
WC069 Suitable Duties Pd 1 Wks 1 to 13 PC 95	
WC070 Suitable Duties Pd 2 Wks 14 to 52 GTR 15 PC 95	
WC071 Suitable Duties Pd 2 Wks 14 to 52 LESS 15 PC 80	
WC072 Suitable Duties Pd 3 Wks 53 to 130 GTR 15 PC 95	
WC073 Suitable Duties Pd 3 Wks 53 to 130 LESS 15 PC 80	
WC074 Suitable Duties Wks 131 to 260 PC 80	
WC075 Suitable Duties greater than 260 Wks PC 80	
WC076 Surgery after 143 Wks PC 80	
WC077 Partial Incapacity No Time Lost	
LE039 ADO in Hours Leave	
LP052 FACS Leave Payment	
LP055 Crown Witness Leave Payment	
LP056 Jury Duty Leave Payment	

LP612 Parental Leave Payment
 LP611 Parental Leave Half Pay Payment
 LP060 Defence Leave Payment
 LP631 NAIDOC Leave Payment
 LP633 Special Leave Payment
 LP064 TESL Payment
 LP068 Union Leave Payment
 LP067 Examination Leave Payment
 LP066 Short Course Leave Payment
 LP063 SES Leave Payment

OPERATIONAL AMBULANCE MANAGERS

Component of Salary	Components of 3%
Base Salary (Stafflink element)	Penalties (Stafflink element)
EA001 Normal Hours	PL010 Public Holiday Penalty 50 Percentage
LP004 Sick Leave Payment	PL011 Public Holiday Penalty 100 Percentage
LP006 Annual Leave Entitlement Payment	PL012 Public Holiday Penalty 150 Percentage
LP006 Annual Leave Entitlement Payment	EA001 Normal Hours HGD
LP009 Extra Leave Payment	PL010 Public Holiday Penalty 50 Percentage HGD
LP011 Long Service Leave Payment	PL011 Public Holiday Penalty 100 Percentage HGD
LP016 Time in Lieu Payment	PL012 Public Holiday Penalty 150 Percentage HGD
WC044 Full Incapacity	AN945N ASN Living Away Sustenance After Tax
WC045 Partial Incapacity	EA001 Normal Hours HGD
WC046 Statutory Incapacity	
WC047 Section 38	
WC048 Suitable Duty Full Hours	
WC048 Suitable Duty Full Hours HGD	
WC049 Suitable Duty Partial Hours	
WC049 Suitable Duty Partial Hours HGD	
WC050 Statutory Make Up	
WC051 Partial Incapacity No Time Lost	
WC063 Workers Comp Public Holiday	
WC064 Totally Unfit Pd 1 Wks 1 to 13 PC 95	
WC065 Totally Unfit Pd 2 Wks 14 to 52 PC 80	
WC066 Totally Unfit Pd 3 Wks 53 to 130 PC 80	
WC067 Totally Unfit Wks 131 to 260 PC 80	
WC068 Totally Unfit greater than 260 Wks PC 80	
WC069 Suitable Duties Pd 1 Wks 1 to 13 PC 95	
WC070 Suitable Duties Pd 2 Wks 14 to 52 GTR 15 PC 95	
WC071 Suitable Duties Pd 2 Wks 14 to 52 LESS 15 PC 80	
WC072 Suitable Duties Pd 3 Wks 53 to 130 GTR 15 PC 95	
WC073 Suitable Duties Pd 3 Wks 53 to 130 LESS 15 PC 80	
WC074 Suitable Duties Wks 131 to 260 PC 80	
WC075 Suitable Duties greater than 260 Wks PC 80	
WC076 Surgery after 143 Wks PC 80	
WC077 Partial Incapacity No Time Lost	
LE039 ADO in Hours Leave	
LP052 FACS Leave Payment	
LP055 Crown Witness Leave Payment	
LP056 Jury Duty Leave Payment	
LP612 Parental Leave Payment	
LP611 Parental Leave Half Pay Payment	
LP060 Defence Leave Payment	
LP631 NAIDOC Leave Payment	
LP633 Special Leave Payment	
LP064 TESL Payment	
LP068 Union Leave Payment	

LP067 Examination Leave Payment
LP066 Short Course Leave Payment
LP063 SES Leave Payment

P. KITE, Commissioner.

Printed by the authority of the Industrial Registrar.

**OFFICE OF SPORT WIN SPORTS AND ENTERTAINMENT
CENTRES AUSTRALIAN WORKERS UNION (STATE) AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(Case No. 372346 of 2017)

Before Chief Commissioner Kite

15 December 2017

AWARD

AWARD ARRANGEMENT

The conditions of employment contained in Part A of this award apply to all employees.

The conditions of employment contained in Part B of this award apply only to all non-managerial employees.

The conditions of employment contained in Part C of this award apply only to all managerial employees.

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PART A - ALL EMPLOYEES**1. Title**

- 1.1 This award shall be known as the Office of Sport WIN Sports and Entertainment Centres Australian Workers Union (State) Award 2017.

2. Definitions

"Employee" means a person employed by the Office of Sport at the WIN Sports and Entertainment Centres on an ongoing full-time, ongoing part-time, temporary or casual basis.

"General Employee" means an employee engaged in a classifications contained in Tables 1, 2 or 3 of Part D - Monetary Rate of the award.

"Management Employee" means an employee engaged in a classification contained in Table 4 of Part D - Monetary Rates of the award.

"Union" means the Australian Workers Union, New South Wales.

"WSEC" means the WIN Sports and Entertainment Centres.

3. Parties

3.1 The parties to this award are:

- a. The Office of Sport;
- b. The Industrial Relations Secretary; and
- c. The Australian Workers' Union, New South Wales (the Union).

4. Intention

4.1 The parties to this Award acknowledge that good industrial relations are central to the effective and efficient operation of facilities controlled by the WIN Sports and Entertainment Centres and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing the community of the Illawarra with first class sporting, entertainment and recreation facilities.

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 13 December 2018 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. Application

6.1 This Award is binding on the Office of Sport, WSEC, employees of the Office of Sport working for the WSEC, and the Australian Workers Union (New South Wales Branch) representing their members employed at the WSEC, in respect of the employment conditions and rates of pay for the Office of Sport employees engaged in the operation, maintenance and administration of grounds and facilities operated and/or controlled by the WIN Sports and Entertainment Centres.

7. Period of Operation

- 7.1 This award will operate from the first pay period commencing on or after 14 December 2017 and will remain in force for a period of one year, and rescinds and replaces the Office of Sport WIN Sports and Entertainment Centres Australian Workers Union (State) Award 2016 published 16 December 2016 (381 I.G. 81), and any variation thereof.
- 7.2 The award stands alone. All other agreements and awards are excluded from having any application to employees of the Office of Sport working for the WSEC while performing the work covered by the Agreement.

8. Terms of Engagement

- 8.1 Employees under this Award shall be engaged as Ongoing (full-time or part-time), Temporary or Casual employees as defined in Section 43 of the *Government Sector Employment Act* 2013.
- 8.2 Ongoing and temporary non-annualised full-time employees, will be paid the rate of pay for the appropriate skill level as set out in of Table 1 of Part D, Monetary Rates.
- 8.3 Ongoing and temporary annualised full-time employees will be paid the rate of pay for the appropriate skill level as set out in Table 3 of Part D, Monetary Rates. Ongoing and temporary annualised part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Table 3 of Part D,

Monetary Rates. Further terms of engagement for annualised salaried employees are set out in clause 33 of Part B, Overtime and Time off in Lieu.

- 8.4 Ongoing and temporary non-annualised part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the WSEC and the employee concerned, provided that such lesser hours are no fewer than 80 hours per month or 4 hours per shift.
- 8.5 Part-time non-annualised employees will be paid pro-rata the rate for the appropriate skills level as set out in Table 1 of Part D Monetary Rates. The provisions of subclause (b) of this Clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.
- 8.6 Casual employees will be employees employed by the hour and will be employed for a minimum of three (3) hours per engagement.
- 8.7 The WSEC may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- 8.8 Despite any other provision of this Award, the WSEC is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of any strike.

9. Rates of Pay

- 9.1 The rates of pay in this Award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.
- 9.2 The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1, 2, 3 and 4 of Part D attached hereto.
- 9.3 An employee will only be classified and paid at a higher level of skill if the WSEC has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.
- 9.4 An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.
- 9.5 A non-annualised or annualised salaried employee who, during a single period of relief of 5 working days or greater, is required to perform the duties of a Manager and, in the opinion of the appropriate Department Head, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that role will be paid by allowance any difference between the employee's present salary and the salary to which the employee would have been entitled if appointed to that Management role.
- 9.6 When the employee undertakes a proportion of the duties and responsibilities of the relief role an allowance will be paid to reflect the percentage of duties undertaken, for example if an employee undertakes 50% of the duties and responsibilities of the substantive occupant during the relevant period a 50% allowance would be payable.

10. Payment of Wages

- 10.1 All moneys payable to employees will be paid fortnightly by electronic funds transfer.
- 10.2 For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

11. Superannuation and Salary Sacrificing

- 11.1 The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the Superannuation (Resolution of Complaints) Act 1993 and Section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.
- 11.2 Subject to the requirements of this legislation, superannuation contributions may be made to either ASSET (Australian Superannuation Savings Employment Trust), Australian Super, or HESTA (Health & Community Services Industry Fund) on a monthly basis on behalf of employees engaged under the provisions of this award.

SALARY SACRIFICE TO SUPERANNUATION

- 11.3 Notwithstanding the salaries as varied by Clause 9 Rates of Pay of this award an employee may elect, subject to the agreement of the WSEC, to sacrifice a portion of the salary payable under Clause 9 Rates of Pay of this award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under Clause 9 Rates of Pay of this award.
- 11.4 Where the employee has elected to salary sacrifice a portion of their salary to additional employer superannuation contributions:
- i. Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - ii. Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 9 Rates of Pay of this award in the absence of any salary sacrifice to superannuation made under this award.
- 11.5 Where an employee elects to salary sacrifice in terms of subclause 11.3 above, the WSEC will pay the sacrificed amount into the relevant superannuation fund.

12. Income Protection

- 12.1 All ongoing and temporary weekly employees and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period) shall be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.
- 12.2 It is a term of this award that the WSEC will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of \$4.00 up to a maximum of \$8.00 per month, for regularly employed casuals (as defined).

13. Training

- 13.1 The WSEC acknowledges its commitment to provide its employees with career paths and access to more varied, fulfilling and better paid jobs through training.
- 13.2 No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.
- 13.3 The WSEC will accept responsibility for the organisation of 'on-the-job' training but employees will assist as required in the training of other employees. For training 'off-the-job' the WSEC will accept

responsibility for arranging the training in all cases where the WSEC requests such training to meet staffing requirements.

- 13.4 The WSEC will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken 'off-the-job' and outside normal working hours, and approved by the WSEC as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- 13.5 An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

14. Meal Breaks and Allowances

14.1 Full-time and part-time employees

- i. All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between four to six hours after the commencement of work (depending on the need of the enterprise). Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.

14.2 Casual Employees

- i. All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the operation before six hours have elapsed. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.
- ii. Casual employees who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the enterprise.

15. Annual Leave and Annual Leave Loading

- 15.1 The annual leave provisions will be governed by the *Annual Holidays Act 1944* (NSW) as amended.
- 15.2 All ongoing and temporary employees shall be entitled to four weeks annual leave for each completed year of service, less the period of annual leave taken.
- Note: For part-time employees the entitlement under this subclause, expressed in hours, is pro-rata the entitlement of fulltime employees.
- 15.3 Ongoing and temporary employees engaged as General Employees under Tables 1 or 3 of Part D of this award shall accrue at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.
- 15.4 Annual leave loading shall be paid on a pro-rata basis on each occasion an employee takes annual leave in the leave loading year, except as provided for in subclause 15.9 of this clause, up to the maximum amount specified in subclause 15.3.
- 15.5 The taking of annual leave shall as far as practicable be taken at a mutually agreed time and for a mutually agreed duration up to the maximum entitlement contained herein.
- 15.6 Under no circumstances shall annual leave be allowed to accrue above the entitlement for a period of two years.
- 15.7 No employee shall be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imburement of any additional expenses incurred by the employee as a consequence of such recall.

- 15.8 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 15.9 An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

16. Long Service Leave

- 16.1 Prior to 1st September 2005, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 16.2 For continuous service post 1st September 2005, employees shall accrue long service leave as follows:
- a. Ten weeks paid leave after ten years' service, and thereafter,
 - b. Five weeks paid leave on the completion of each additional five years' service.

Note: For part-time employees the entitlement under this subclause, expressed in hours, is pro-rata the entitlement of fulltime employees.

- 16.3 Such leave accrual shall not apply to any long service leave that has accrued prior to 1st September 2005.

17. Sick Leave

- 17.1 A full time employee shall be entitled to 10 days sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 17.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year. Such accumulation shall be limited to benefits up to a maximum of 100 days paid leave.
- 17.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 17.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 17.5 Where an employee is absent for more than one consecutive day, or more than three single days in a year, the employee shall provide the employer with a doctor's certificate.
- 17.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

18. Personal Carers Leave

Use of Sick Leave

- 18.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 18.3.2 of this subclause, who need the employee's care and support, shall be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement provided for in Clause 17, Sick Leave, of this Part for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 18.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In

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

18.3 The entitlement to use sick leave in accordance with this subclause is subject to:

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

18.3.2 The person concerned being:

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

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

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

Unpaid Leave for Family Purpose

18.5 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 18.3.2 above who is ill.

19. Bereavement Leave

19.1 A full-time or part-time employee shall be entitled to a maximum of three (3) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a parent (including foster parent and parent-in-law), grandmother, grandfather, wife, husband, de facto wife, de facto husband, sister, brother, child, stepchild or grandchild.

20. Time Off in Lieu / Make Up Time / Roster Days

20.1 Time Off in Lieu of Payment of Overtime

20.1.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

20.1.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.

20.1.3 If, having elected to take time as leave in accordance with paragraph 20.1.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

20.1.4 Where no election is made in accordance with the said paragraph 20.1.1, the employee shall be paid overtime rates in accordance with the award.

20.2 Make-up Time

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

20.3 Rostered days off

20.3.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

20.3.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

20.3.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employer or employee.

20.3.4 Where a dispute may arise in respect of this subclause, the disputes procedure as provided for in clause 25 of this award will be followed.

21. Parental Leave

21.1 An ongoing or temporary full-time and part-time employee shall be entitled to parental leave pursuant to the provisions of the *NSW Industrial Relations Act 1996*.

21.2 Concurrent with the above unpaid leave provisions, all employees shall be entitled to the following employer paid parental leave provisions:

a. Paid Maternity Leave - fourteen (14) weeks paid maternity leave to all female ongoing and temporary full-time and part-time employees

b. Paid Paternity Leave - two (2) weeks paid paternity leave to all male ongoing and temporary full-time and part-time employees

22. Jury Service

22.1 An ongoing or temporary employee required to attend for jury service will be reimbursed by the WSEC the difference between the amount received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

23. Introduction of Change

23.1 Where the WSEC has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the WSEC will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.

23.2 "Significant effects" include termination of employment, major changes in the composition of the WSEC workforce or in the skills required; the elimination or diminution of job opportunities,

promotions opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.

- 23.3 The WSEC will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause 23.1 of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- 23.4 The discussions will commence as early as practicable after a definite decision has been made by the WSEC to make the changes referred to in subclause 23.1 of this clause.
- 23.5 For the purpose of such discussion, the WSEC will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the WSEC will not be required to disclose confidential information, the disclosure of which would be contrary to the WSEC's interests.

24. Classification Level and Salary Point

- 24.1 The WSEC shall provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a non-annualised or annualised employee.
- 24.2 An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.
- 24.3 Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.

25. Disputes Procedure

- 25.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Agency, if required.
- 25.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 25.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 25.4 The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 25.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 25.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.

- 25.7 If the matter remains unresolved, the Agency Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 25.8 An employee, at any stage, may request to be represented by the Union.
- 25.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 25.10 The employee, Association, Union and the industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 25.11 Whilst the procedures outlined in subclauses 25.1 to 25.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

26. Role of the Union

26.1 Union Commitment

The union commits itself to promote a harmonious and productive workplace environment in which employees are committed to the organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

26.1.1 Attendance at the work site.

Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees, after notifying his presence on the worksite to managements. The union shall be provided with appropriate access to employees to promote the benefits of union membership.

26.1.2 Union/Employer Co-operation.

To facilitate union membership, the WSEC will:

- a. Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
- b. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;
- c. Provide the union with access to talk to all new employees at all induction training. In this regard the WSEC will organise such access for the union in a way which is conducive to the union being able to give a presentation to as small a group as practicable;
- d. Ensure that all supervisors are trained in the provisions of the award and the employer's policy on union membership.

26.1.3 Role of the union delegate

- a. For the purpose of the union conducting their business on a day to day basis, the WSEC will recognise duly elected/appointed union delegates.

- b. Union delegates will be allowed reasonable time during work hours to interview the WSEC or the WSEC's representatives on matters affecting employees.
- c. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
- d. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

26.14 Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's worksite during working hours, subject to the following conditions:

- a. The representative discloses to the WSEC nominee the complaint which is to be investigated;
- b. The representative conducts such investigations in the presence of the WSEC's Nominee;
- c. The representative does not interfere with work proceeding in the workshop or plant;
- d. The representative conducts themselves properly.

27. Consultative Committee

- 27.1 A consultative committee made up of management and the workplace union representatives shall meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.
- 27.2 Minutes of each meeting will be kept and made available to the WSEC or the union if required.

28. Anti-Discrimination

- 28.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 28.2 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.
- 28.3 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.
- 28.4 Nothing in this clause is to be taken to affect:
 - a. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b. offering or providing junior rates of pay to persons under 21 years of age;
 - c. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

- d. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

29. Secure Employment

29.1 Work Health and Safety

29.1.1 For the purposes of this subclause, the following definitions shall apply:

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

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

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

29.2 Disputes Regarding the Application of this Clause

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

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

PART B - GENERAL EMPLOYEES

30. Classifications

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

30.2 Subject to subclause 30.1 of this clause, general employees shall be advised in writing of their employment relating to the following classification structure:

30.3 LEVEL 1

30.3.1 Shall be an employee with no qualifications or relevant industry experience, who performs duties of a routine nature, requiring the use of minimal judgement and direct supervision.

Such an employee shall be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

30.3.2 A Level 1 employee will perform the work of a Level 2 but under direct supervision. The maximum period of employment for an employee as a Level 1 employee shall be 380 hours.

30.3.3 Provided that an employee who hasn't demonstrably reached the standard of performance required by the WSEC justifying progression to Level 2, shall be counselled and provided the appropriate additional training and be allowed the opportunity to achieve the standard required for a period of a maximum of four (4) additional weeks, prior to a further review of their performance. After such additional period the employment of the individual shall either be terminated or they shall be reclassified to a higher level or offered an alternative role.

30.4 LEVEL 2

30.4.1 Shall be an employee who has completed some structured training relevant and/or experience to the operational needs of the WSEC, and who is continuing such training, or has recognised industry experience appropriate to the WSEC's needs.

30.4.2 A Level 2 employee shall, in addition to the skills of a Level 1 operative be able to perform a majority of the following:

- i. Assist with the on-the-job training of Level 1 employees, to a limited degree;
- ii. Exercise intermediate keyboard skills with instructions;
- iii. Demonstrated ability to work from instructions or procedures;
- iv. Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;
- v. Demonstrated customer service skills;
- vi. Able to work effectively as a member of a small team under general technical, trade or administrative supervision;
- vii. Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues
- viii. Knowledge of safe handling procedures in regards to tools and chemicals

30.4.3 Indicative tasks for Level 2 shall include but not be limited to:

Events Employees	Grounds Building And Technical Employees	Administration & Client Support
Usher Crowd control, which does not require a security licence. General Attendant Ticket Seller Customer Service Assistant Sales Assistant	Labourer Cleaner General Grounds Assistant Trades Assistant Stage Hand Driver	General Receptionist Basic Clerical duties Maintenance of simple records Basic Client Liaison

30.5 LEVEL 3

30.5.1 Shall be an employee who has completed structured training and/or experience recognised by the WSEC as relevant and appropriate to perform within the scope of this Level or has industrial experience appropriate to the WSEC’s needs.

30.5.2 An employee at this Level shall assist with the training and development of employees at Levels 1 and 2.

30.5.3 An employee at this Level shall exercise discretion within one’s own level of skill and training, whilst taking responsibility for the quality of one’s own work (subject to routine supervision). A person at this level shall also be a person who typically holds a trade or equivalent qualification and/or experience.

30.5.4 Indicative tasks at this level would include:

Events Employees	Grounds Building Technical Employees	Administration & Client Support
Can perform function of Level 2 but in addition includes: Supervisors of Ushers/crowd control	Can perform function of Level 2 but in addition includes: Trades - Groundsmen Trades - Technicians Cleaner	Can perform function of Level 2 but in addition includes: Client Services Officer Non-qualified Bookkeeper Bookings Clerk Personal Assistant

30.6 LEVEL 4

30.6.1 Shall be an employee who is engaged in supervising, training and co-ordinating employees and who is responsible for the maintenance of service and operational standards across a mixed trade team.

30.6.2 Indicative tasks and competencies for a Level 4 employee would include:

Events Employees	Grounds Building Technical Employees	Administration & Client Support
	Typical work at this Level includes:	Typical work at this Level includes:
	Maintenance Supervisor Operations Supervisor Technical Supervisor Grounds Keeper	Book-keeper

30.7 Level 5

30.7.1 Shall be an employee who is a holder of a post trade qualification or technical qualification relevant to the WSEC’s operations or will have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience.

30.7.2 A Level 5 employee will be directly responsible to the Executive Management for the operation and policy development relating to a discreet workforce or site.

30.7.3 Indicative tasks and competencies for a Level 5 employee would include:

Events Employees	Grounds Building Technical Employees	Administration & Client Support
	Typical work at this Level includes: Operations Coordinator	Typical work at this Level includes: IT/Systems Coordinator Accounts Officer

30.8 Progression to succeeding levels within the above structure will be dependent on a demonstrated capacity to perform the functions required and availability of a vacant role.

31. Termination of Employment

31.1 Employment may be terminated by either the WSEC or the employee at any time during the week by the giving of the following notice (except as provided by subclause 8.3 of Clause 8 Terms of Engagement of Part A, and subclause 31.6 of this clause:

Period of Continuous Service	Period of Notice
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Plus one extra week for employees over 45 years of age with not less than two years continuous service (except in the case of an employee giving notice).

31.2 An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required, and not given.

31.3 The WSEC will not terminate an employee’s employment for reasons related to the employee’s conduct, performance, malingering or inefficiency, unless the employee has been given the opportunity to defend himself or herself against the allegations made or the WSEC could not reasonably be expected to give the employee that opportunity.

31.4 An employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the WSEC) for the purpose of seeking another job.

31.5 Following a request from the terminated employee, the WSEC will provide a written statement of the period of employment and the type of work performed.

31.6 The WSEC may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.

31.7 The employment of a casual employee may be terminated by either the WSEC or the employee without the giving of notice. However, the WSEC will pay wages for the minimum period as set out in subclause 8.4 of Clause 8 Part A, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

32. Hours of Work

The ordinary hours of work can be rostered Monday to Sunday, inclusive, subject to the following:

32.1 Hours of Work (Ongoing and Temporary Employees)

32.1.1 To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;

- a. A maximum of 76 ordinary hours will be worked in any one fortnightly period.
- b. A maximum of 10 ordinary hours will be worked in any 24 hours period.

32.2 The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.

32.3 Rosters (Ongoing and Temporary Employees)

32.3.1 Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days' notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days' notice has been given.

32.3.2 If a changed roster is advised with less than seven days but more than 48 hours' notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.

32.4 Rosters (Casual Employees)

32.4.1 Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours' notice they shall be paid for half of the number of hours rostered originally.

33. Overtime and Time Off in Lieu

33.1 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a non-annualised full-time or part-time employee, in the following circumstances:

- a. For all hours worked in excess of 10 per shift
- b. For all hours worked in excess of 76 in a fourteen day cycle

33.2 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a casual employee engaged under the provisions of Section B of Part D, for all hours worked in excess of 10 per shift.

33.3 An employee who has worked between midnight and 6:00am (and has commenced work before 5:00 am), will be provided with a meal by the WSEC or be paid the amount as set out in Item 2 of Table 5 - Other Rates and Allowances, of Part D, Monetary Rates, for each meal break occurring before finishing time.

33.4 Non-annualised employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off shall be taken at the ordinary time rate, that is an hour for each hour worked.

33.5 Notwithstanding subclauses 33.1, 33.2 and 33.3 of this Clause, employees engaged as annualised salaried employees shall work hours and rosters to meet the needs of the business subject to the following:

- a. Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their normal working week hours e.g. an employee working 3/5 of a normal 38 hour working week can work up to 3/5 of 20 hours per twenty eight (28) day cycle without the payment of overtime or time off in lieu.
 - b. All hours worked in excess of 172 hours per twenty eight (28) day cycle (or pro-rata hours for part-time annualised employees) shall be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee.
 - c. 'Overtime rates' in above paragraph 33.5 (b) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked.
 - d. The calculation of time 'worked' during each twenty eight (28) day cycle includes hours away from the work place on public holidays, annual leave and sick leave.
 - e. It is agreed by the parties that the annualised salaried employees shall receive a 10 hour break between shifts wherever possible.
- 33.6 The employer shall monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other employees or patrons of the WSEC.

34. Meal Breaks and Allowances

- 34.1 Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.
- 34.2 All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

35. First Aid Allowance

- 35.1 An employee who holds an appropriate first-aid certificate and who is appointed by the WSEC to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 5 - Other Rates and Allowances, of Part D, Monetary Rates, in addition to the wage rate as set out in Table 1 or Table 3 - Rates of Pay, of the said Part D.

36. Public Holidays

- 36.1 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, Boxing Day, Union Picnic Day (being the first Tuesday after Easter) or any proclaimed days in lieu thereof throughout the State shall be holidays without deduction from the wages due to any employee for the week in which such holiday or holidays occur.
 - 36.1.1 Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.
 - 36.1.2 Part-time employees are entitled to paid absence on a public holiday only when the public holiday falls on a day that is regularly worked by the employee (working days as defined in the part-time employee's employment agreement). When a public holiday falls on a non-working day, the part-time employee is not entitled to paid absence.
- 36.2 Entitlement to paid absence on the Union Picnic Day shall only apply to non-annualised and annualised employees who are members of the Union.

- 36.3 Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees shall receive double time and a half based on the ordinary hourly rate for the appropriate non-annualised classification.
- 36.4 Where the Picnic Day referred to in subclause 36.2 of this Clause falls on a bump-in, bump-out or an event day, the employer shall organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

37. Uniforms and Protective Clothing

- 37.1 Where employees are required to wear a branded uniform they will provided free of charge.
- 37.2 Where items of clothing referred to in subclause 37.1 are required to be cleaned and maintained by the employee the provisions of Part D Table 5, herein, shall apply.
- 37.3 The WSEC commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees.
- 37.4 The WSEC shall have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items shall be provided by the employee.
- 37.5 All uniform items, protective clothing and other tools provided by the WSEC shall remain the property of the WSEC and shall, upon demand be returned to the WSEC in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this subclause is complied with by the employee.

38. Multi-Hiring

- 38.1 Employees may be separately engaged as casual employees (whether they hold non-annualised roles or not) for duties in a separate section of the WSEC's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and shall not apply to work where overtime would normally be performed.
- 38.2 An Operator engaged for stage productions will be remunerated at the appropriate tech rate for the duration of such engagement.
- 38.3 The arrangements entered into under this clause shall be mutually agreed and recorded in writing at the time.

PART C - MANAGEMENT EMPLOYEES

39. Duties and Responsibilities

- 39.1 The employee shall:
- 39.1.1 Satisfactorily carry out the duties and responsibilities set out in the role description as provided to the employee upon commencement in that role;
- 39.1.2 take all necessary steps to meet the Performance Management Plan that will;
- a. promote the best interests of the WSEC; and
 - b. perform all duties imposed by law.

- 39.2 The employee will assist in the implementation of decisions and policies of the WSEC.
- 39.3 It is accepted that the duties and responsibilities set out in the position description may vary from time to time, by agreement, in writing, between the WSEC and the employee.
- 39.4 In addition, notwithstanding subclause 39.3 of this Part, if one of the Management Team leaves, or the business of the WSEC changes significantly, The WSEC reserves the right to vary the duties and responsibilities set out in the role description following consultation with the employee.
- 39.5 Employees agree that employment is subject to a Code of Conduct that is based on a need for accountable, honest and responsible behaviour.

40. Remuneration

- 40.1 The employee shall be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 4 of Part D Monetary Rates.
- 40.2 The salary paid under subclause 40.1 of this clause is compensation for all hours worked, including work on public holidays and weekends.
- 40.3 Superannuation shall be based on the employee's salary, excluding the provision of a motor vehicle.

41. Provision of a Vehicle

- 41.1 An employee may be provided with a vehicle as part of their employment.
- 41.2 Where a vehicle is supplied in accordance with this clause it shall be a fully maintained vehicle for private use and business use (to a standard agreed and approved by the WSEC), with fuel supplied, except when the employee uses the vehicle when on leave.
- 41.3 The WSEC agrees to pay any liabilities involved in Fringe Benefits Tax through the provision of the motor vehicle.

42. Termination

- 42.1 Where an employee is to be terminated, the following notice period shall apply.
- a. By the employee giving two (2) months' notice, with the General Manager authorised to approve a shorter period (of up to a minimum of one (1) month) with the employee, if considered essential.
 - b. By the WSEC with one (1) month notice in writing or by the payment of one (1) month's pay in lieu of notice by the WSEC, where the employee does not meet the duties and responsibilities as specified in Clause 2 Duties and Responsibilities of this Part.
 - c. By the WSEC, without notice, if the employee commits any act that could entitle the WSEC to summarily dismiss the employee including:
 - i. any serious or persistent breach of any conditions of employment
 - ii. grave misconduct including dishonesty or fraud in the discharge of the employee's duties to the WSEC
 - iii. wilful neglect or disobedience in the discharge of the employee's duties to the WSEC
 - iv. conviction of an offence precluding or inhibiting the further performance of duties under the employee's contract.

- d. By the WSEC if satisfied that the employee is permanently incapacitated as a consequence of injury or illness and is unable to continue to perform the duties of the position. A termination under this clause shall constitute a medical retirement and the WSEC may consider appropriate financial retirement arrangements.
- 42.2 Upon termination of employment, the employee shall immediately return all property of the WSEC to the WSEC.
- 42.3 The provisions of Clause 23 Introduction of Change apply, notwithstanding the provisions of this Clause.

43. Hours of Work

- 43.1 The employee acknowledges that this is a senior managerial role and that the hours of work performed will be such as to meet the needs of the organisation, the duties and responsibilities and may include evening and weekend activity.
- 43.2 Employees agree to devote the whole of their time and attention during working hours, and such other time as may be deemed reasonably necessary, to the business of the WSEC.

44. Confidentially

- 44.1 Confidentiality in respect to the WSEC's affairs must be appropriately maintained at all times. The employee must not use any property, information or knowledge of the WSEC in a manner that would not be in the best interest of the WSEC.
- 44.2 Any intellectual property invented or created by the employee as a result of his/her employment under this contract shall remain the property of the WSEC, unless agreed in writing with Venues NSW.

45. Professional Indemnity

- 45.1 The WSEC will indemnify the employee against any loss or claim made by a third party or cause of action of any kind arising out of their employment, provided the employee acted honestly, diligently and in good faith.

46. Resources

- 46.1 The WSEC shall ensure that resources and personnel as identified at the time of appointment or as varied by agreement between the WSEC and the employee, are available to the employee to enable him/her to adequately perform the duties and responsibilities outlined in the role description.
- 46.2 These resources may include the provision of a mobile phone.

47. Professional Development

- 47.1 It is agreed that it is the responsibility of the employee to keep informed of developments in the profession and to develop professional knowledge and ability in accordance with current management theories.
- 47.2 Where in pursuance of these aims, the employee is granted permission by the WSEC to attend a conference, seminar, short term study course or the like, the WSEC shall meet all associated costs and shall continue payment of full salary and benefits to the employee.

48. Expenses

- 48.1 The employee is entitled to be reimbursed those expenses legitimately and reasonably incurred in conducting and managing the arrangements of the Venues and a part of the duties outlined in the employee's role description.

PART D**MONETARY RATES****Table 1 - General Employees Non-annualised Rates of Pay**

Non-annualised rate of pay for a week not exceeding 38 ordinary hours.

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

Classification	Step	Ordinary Non-annualised Rate 14 December 2017 \$ Per Annum
Level 1	1	41,899
Level 2	1	43,599
	2	44,129
	3	45,567
Level 3	1	46,899
	2	48,145
	3	50,374
Level 4	1	51,173
	2	53,050
	3	55,275
	4	61,318
	5	67,351
Level 5	1	73,106
	2	80,241
	3	86,482
	4	95,130
	5	104,645

Employees engaged under Table 1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

Table 2 - Casual Employees Rates of Pay

Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays.

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

Classification	Step	Ordinary Hourly Rate 14 December 2017 \$
Level 1	1	26.42
Level 2	1	27.48
	2	27.83
	3	28.88
Level 3	1	29.57
	2	30.34
	3	31.76
Level 4	1	32.28
	2	33.46
	3	34.84

Casual employees shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. The maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3; progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.

Employees engaged under Table 2, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

JUNIOR RATES

Employees engaged as non-annualised employees or as casuals under the provisions of Table 1 or Table 2, above, who are less than 18 years of age shall be paid according to the following scale:

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

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

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

Provided that the scale contained above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 2 of Part B, here-in.

Table 3 - Annualised Salary Employees Rates of Pay

Employees engaged under annualised salary packages for all incidents or work under this award.

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

Classification	Step	Salary per Annum 14 December 2017 \$
Level 1		N/A
Level 2	1	54,859
	2	55,532
	3	57,664
Level 3	1	59,010
	2	60,582
	3	63,386
Level 4	1	64,396
	2	66,751
	3	69,557
	4	77,154
	5	84,752
Level 5	1	91,994
	2	100,969
	3	108,821

Table 4 - Management Employees Rates of Pay

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

Level	Pay Point	Salary per Annum 14 December 2017 \$
2	Maximum	143,022

	Minimum	126,010
1	Maximum	121,728
	Minimum	113,411

Table 5 - Other Rates and Allowances

		14 December 2017	
	Allowance	Amount \$	Casuals \$
1	Laundry Allowance	16.85 Per week	1.55 Per shift
2	Meal Allowance	12.26	12.26
3	First Aid Allowance	3.16 Per shift	3.16 Per shift
4	Offensive Matter Cleaning Allowance	3.94 Per day	3.94 Per shift
5	Leading Hand Allowance		
	3 to 10 employees	41.94 Per week	1.32 Per hour
	11 to 20 employees	49.80 Per week	1.64 Per hour
	More than 20 employees	59.76 Per week	1.97 Per hour

P. KITE, Chief Commissioner

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PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 386596 of 2017)

Before Chief Commissioner Kite

17 January 2018

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MONETARY RATES

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2. Definitions

"Local Health District" means a Local Health District as specified in Schedule 1 of the *Health Services Act 1997*, and, for the purposes of this Award, will also include the Ambulance Service of NSW as described in section 76A of the said Act and also "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

"Blindmaker" means a person appointed as such who is a journeyman/woman engaged in making and/or cutting or measuring or fixing inside window blinds.

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of his/her work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of his/her work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Employer" means the Secretary of the NSW Ministry of Health.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floorlaying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cut-out displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the *Industrial Relations Act 1996* or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out his/her work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Union" means any or all of the following organisations as the case may be:

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

The New South Wales Plumbers and Gasfitters Employees' Union;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union - New South Wales Branch - Metals Division and Vehicle Division (New South Wales Branch).

The Electrical Trades Union of Australia (New South Wales Branch).

"Upholsterer" means a person appointed as such who is a journeyman engaged in upholstering.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

3. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that the Employer approves. Ministry of Health Study Leave provisions apply. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc.).

Placement - The relevant Chief Executive Officer will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive Officer may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

Leading Hand Allowances - Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

4. Hours and Contract of Employment

(i) Employment under this Award will be full-time, part-time or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(ii) Full-time employees - Hours:

(a) "Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and at or before 10:00 am otherwise than as part of a shift system.

"Shift Worker" means a worker who is not a day worker as defined.

(b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.

(c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

(d) An employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the allocated day off. Such payment shall also be made to an employee on termination of employment.

(e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.

(f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to his/her next allocated day off duty, in normal sequence, he/she shall be given and shall take such day as though he/she had worked the whole of the 20 day cycle.

(g) Where an employee is required to work on his/her accrued allocated day off, other than a call back, he/she shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.

(h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly no penalty payments shall be payable to the employee where he/she and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.

- (i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 22, Public Holidays, and clause 23, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.
 - (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
 - (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
 - (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
 - (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
 - (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employee.
 - (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
 - (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.
- (iii) Part Time Employment:
- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.
 - (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to his/her usual roster.
 - (c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employees circumstances.

- (d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter, except that on Sunday such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.
- (iv) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.
- (v) Casual Employment:
- (a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.
- (b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which he/she performs.
- (c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.
- (vi) All employees:
- (a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.
- (b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.
- (vii) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Local Health District (12 hour shifts) and Western Sydney Local Health District Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by his or her employer to be on call, otherwise than as provided in (iii) hereof shall be paid the allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.

- (iii) An employee required to be on call on rostered days off shall be paid the allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vi) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

4B. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall

be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Workplace Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

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

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

5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and Clause 21, Shift Work) the rates of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.

- (ii) Rest period after overtime - when overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of his/her employer such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or

- (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
 - (c) Where a rostered shift is altered by arrangement between the employees themselves.
- (iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:
- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.

All overtime work after twelve noon on a Saturday shall be paid for at double time.
 - (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.
- (iv) Overtime worked on Public Holidays:
- (a) Overtime worked on a public holiday as prescribed by clause 22, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.
- (v) Call back:
- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work he/she was recalled to perform is completed within a shorter period.
 - (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from his/her place of work.

Provided further that where an employee elects to use his/her own mode of transport, the employee shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time. .
 - (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.
- (vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.
- (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
 - (b) A meal break of not less than 20 minutes shall be allowed during such shift.
 - (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.

- (d) The rate of pay for temporary night work shall be time and one half.
- (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
- (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
- (viii) Meal money - An employee required to work overtime in excess of one and one half hours after working ordinary hours shall be paid by his/her employer an amount set out at Table 3 to meet the cost of a meal. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to his/her overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.

- (ix) Transport of employees - When an employee after having worked overtime or a shift for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to his/her home, or pay him his/her current wage for the time reasonably occupied in reaching his/her home (provided that this subclause shall not apply to an employee who uses his/her own vehicle to travel to and from his/her place of work).
- (x) Reasonable overtime:
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (xi) Cribs:
 - (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and Clause 21, Shift Work, shall be allowed, at the expiration of the said one and one half hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.

- (b) When overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm which meal break shall be taken without loss of pay.

6. Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4. The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

6A. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 6. Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under Clause 6 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 6B. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference

to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 6 of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

6B. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to

which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 6. Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

7. Additional Wage Rates

- (i) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2. An electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2.
- (ii) Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeymen plumbers in this Award the sum per hour set out at Table 2.
- (iii) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 for all purposes for acting on various licences or combinations thereof as set out:
 - (a) when required to act on plumber's licence;
 - (b) when required to act on gasfitter's licence;

- (c) when required to act on drainer's licence;
- (d) when required to act on plumber's and gasfitter's licence;
- (e) when required to act on plumber's and drainer's licence;
- (f) when required to act on gasfitter's and drainer's licence;
- (g) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by his/her employer to act on his/her licence or licences during the course of his/her employment shall be paid at the rate per hour mentioned in this Award for every hour of his/her employment whether he/she had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (iv) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 in addition to his/her ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 21, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (v) Electric Welding - An employee being the holder of a Department of Industrial Relations oxy-acetylene or electric welding certificate who may be required by his/her employer to act on either of his/her certificates during the course of his/her employment shall be entitled to be paid for every hour of his/her employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.
- (vi) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.
- (vii) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week he/she is so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (viii) BMC Operators:
 - (a) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.
 - (b) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
 - (c) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.

- (ix) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 for each vehicle inspected plus an amount per day set out at Table 2 whilst actually at work.
- (x) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes:
 - Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;
 - Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;
 - Electrician in Charge of Generating Plant less than 75 Kilowatts;
 - Electrician in Charge of Generating Plant 75 Kilowatts or more;
 - Plant Electrician.
- (xi) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes.

8. Tool Allowances

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

9. Leading Hands

- (i) Leading Hand Electrician:
 - (a) For the purposes of this subclause, Leading Hand means any electrical worker (not being a Foreman) who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
 - (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2.
- (ii) Leading Hand, other than Electrician:
 - (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
 - (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.
 - (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.

10. Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (i) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (ii) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (iii) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (iv) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011* (NSW).
- (v) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (vi)
 - (a) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
 - (b) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (vii) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2.
- (viii) Wet Places:
 - (a)
 - (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid an amount per hour extra as set out at Table 2; provided that his/her extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

- (2) Where an employee is required to work in the rain he/she shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
- (b) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (ix) Acid Furnaces, Stills, etc.:
- (a) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
- (b) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.
- (x) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.
- (xi) Swing Scaffolds:
- (a) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
- (b) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 more than that rate applicable to other employees, in paragraph (a) above.
- (c) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (xii) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations shall be paid an amount per hour extra as set out at Table 2.
- (xiii) Working Secondhand Timber - Where, whilst working secondhand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber he/she shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which his/her tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that he/she can prove his/her claim.
- (xiv) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (xv) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (xvi) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 whilst so employed.

(xvii) Toxic and Obnoxious Substances:

- (a) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
- (b) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
- (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
- (d) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
- (e) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(xviii) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.

(xix) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 whilst so employed.

(xx) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

(xxi) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

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

Control: All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2017 (NSW)*.

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in clause 10, Special Rates, with the exception of subclauses (i) Cold Places; (v) Hot Places; (xi) Swing Scaffold; (xii) Spray Application; and (xiii) Working Secondhand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this Clause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

(xxii) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(xxiii)

- (a) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Secretary of the NSW Ministry of Health.

- (b) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2. Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

11. Thermostatic Mixing Valve

An allowance per week as set out at Table 2 shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.

12. Chokages

Subject to clause 10, Special Rates, if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if he/she is required to work in a septic tank in operation he/she shall be paid an amount as set out at Table 2 per day or part thereof.

13. Fouled Equipment

An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 per day or part thereof: Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 12, Chokages, would otherwise be payable.

14. Excess Fares and Travelling Time

- (i) An employee who on any day or from day to day is required to work at a job away from his/her accustomed place of work shall, at the direction of his/her employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. Where the travelling time and fares are in excess of those normally incurred in travelling to his/her accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.
- (ii) An employee who, with the approval of the employer, uses his/her own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time. .
- (iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar month's notice of the requirement to report to a new accustomed place of work.

Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD2007_085, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant 'test case' decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

15. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4, Contract of Employment and Hours, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than 48 hours thereafter.
- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

16. Higher Duties Allowance

- (i) Where a Leading Hand is on his/her allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than his/her ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.
- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift he/she shall be paid the appropriate allowance for the whole of such day or shift.

17. Accumulation of Additional Days Off

Full-time employees may accumulate up to five ADOs (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any

employee who has already accumulated five ADOs must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADOs accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADOs may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

18. Special Conditions

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the *Workplace Health and Safety Act 2011* shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Ministry of Health for disinfecting clothing while in use.
- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of his/her employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable ear muffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

19. First-Aid Equipment

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

20. Amenities

The provisions contained in the "Accommodation and Amenities" Clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

21. Shift Work

- (i) Definitions - for the purpose of this clause:

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

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

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

- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.
- (iv) Sundays and Holidays:
 - (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
 - (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 22, Public Holidays, shall be paid at the rate of double time and one-half.
 - (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

22. Public Holidays

- (i)
 - (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday: Provided that, if the employee so elects, he/she may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.
 - (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day and Boxing Day.
 - (c) Day workers are to be paid one days pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
 - (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
 - (2) have one day added to his/her period of annual leave.

- (e) The election referred to in paragraphs (a) and (d) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to be taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

23. Picnic Day

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.
- (iii) An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

24. Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.
 - (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
 - (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
 - (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.

- (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
 - (f) Painters and Signwriters to be supplied with all brushes.
 - (g) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi)
- (a) Clause 24 (vi) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (c) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (vii)
- (a) Clause 24 (vii) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
 - (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (e) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (viii) Ambulance Service Uniform and Protective Clothing.
- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
 - (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
 - (c) The issue of uniforms shall be to the value contained in Table 3. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.

- (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
 - (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
 - (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
 - (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
 - (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.
- (ix) In the event that it is necessary for an employee in the course of his/her duties to use tools other than those of his/her own trade, such tools shall be supplied by the employer.

25. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows, viz., commencing at Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

26. Damage to Or Loss of Clothing Or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.
- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default he/she shall compensate the employee to the extent of his/her loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of his/her tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools

has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

27. Transport of Employee's Tools

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use his/her/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time. .
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

28. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
 - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) if 35 ordinary shifts on such days have been worked - one week (five working days);
 - (2) if less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours' leave for 35 such shifts worked;
 - (3) if less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked. The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.
- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) A shift worker shall be paid, whilst on annual leave his/her ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 22, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in the Ministry of Health Circulars 74/166 and 75/251.

29. Long Service Leave

- (i)
- (a) Each employee shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.
- From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access his/her long service leave on a pro-rata basis per completed year of service.
- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of subclause (i) of this clause -
- (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 2 of the Government Sector Employment Regulation 2014;
- (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
- (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
 - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until he/she has completed at least five years' continuous service from the date upon which he/she commenced his/her current period of employment.
 - (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
- (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or

- (b) on half pay, or
 - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service, dies, the widow or widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.
- Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.
- Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which Clause 25 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.

(x)

- (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
- (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given his/her next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

30. Sick Leave

(i)

- (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.
- (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
- (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
- (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (e) An employee shall not be entitled to sick leave until after three months' continuous service.
- (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
- (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 29, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
- (h) Each employee shall take all reasonably practicable steps to inform the employer of his/her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.

- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

31. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with Ministry of Health Policy Directive PD2017_028, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with Ministry of Health Policy Directive PD2017_028, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with Ministry of Health Policy Directive PD2017_028, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

31A. Family and Community Service Leave and Personal/Carers Leave

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (b) The appropriate Chief Executive or authorised delegate may grant FACS leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
 - (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement
 - (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
 - (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.
 - (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 8 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

(vi) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

(i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be

accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.

- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements For Casual Employees

- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

31B. Maternity, Adoption and Parental Leave

A. Maternity Leave

- (i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

- (a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

- (b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice should indicate the period of leave desired and must include a medical certificate stating the expected date of birth.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual, sick and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual, sick and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B Adoption Leave

(i) Eligibility

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:
 - at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age,
- to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

E Communication During Leave

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

F Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

32. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular work place which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level then:
- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved then:-
- (iii) Discussions shall include representatives of senior management of the Area Health Service and relevant union/s, if it cannot be resolved, then:-
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the *Industrial Relations Act 1996*.
- (v) Nothing in these procedures will preclude the Local Health District and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude a Local Health District or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.
- (vi) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work. A Local Health District will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

33. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than his/her/her normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than his/her/her normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

- (ii) All fares and travelling expenses involved in conveyance of the employee and his/her tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:
 - (a) An employee travels to or from such place of temporary residence without the approval of the employer or
 - (b) the employee terminates his/her own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

34. Exhibition of Award

See section 361 of the *Industrial Relations Act* 1996, which provides for the exhibition of industrial instruments in the workplace.

35. Consultative Committees

Each Local Health District and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:

The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the statewide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

36. Union Dues

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

37. Rights of Union Delegates

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those he/she represents.

38. Anti-Discrimination

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

- (ii) It follows that in fulfilling their obligations under the Issues Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

39. No Extra Claims

- (i) Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 31 December 2018 by a party to this Award.
- (ii) The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

40. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 2, Definitions who are employed by the Secretary of the NSW Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.
- (ii) This Award replaces and rescinds the Public Health Service Employees Skilled Trades (State) Award published 15 April 2016 (379 IG 482) and all variations thereof.
- (iii) The Award shall take effect on and from 1 January 2018 and remain in force until 31 December 2018.

PART B

MONETARY RATES

Table 1 - Weekly Wages

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

(Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	01/01/2018 per annum \$
Fitter/Motor Mechanic	
Level 1	52,237
Level 2 (Level 1 plus 5%)	54,847
Level 3 (Level 1 plus 10%)	57,462
Level 4 (Level 1 plus 15%)	60,072
Welder 1st Class	
Level 1	52,237
Level 2 (Level 1 plus 5%)	54,847
Level 3 (Level 1 plus 10%)	57,462
Level 4 (Level 1 plus 15%)	60,072
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.	
Plumber	
Level 1	52,740
Level 2 (Level 1 plus 5%)	55,376
Level 3 (Level 1 plus 10%)	58,018
Level 4 (Level 1 plus 15%)	60,650
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.	
Carpenter	
Level 1	52,376
Level 2 (Level 1 plus 5%)	54,997
Level 3 (Level 1 plus 10%)	57,612
Level 4 (Level 1 plus 15%)	60,233
Painter/Spray Painter	
Level 1	52,376
Level 2 (Level 1 plus 5%)	54,997
Level 3 (Level 1 plus 10%)	57,612
Level 4 (Level 1 plus 15%)	60,233
Signwriter	
Level 1	53,531
Level 2 (Level 1 plus 5%)	56,211
Level 3 (Level 1 plus 10%)	58,890
Level 4 (Level 1 plus 15%)	61,570
Plasterer	
Level 1	52,376
Level 2 (Level 1 plus 5%)	54,997
Level 3 (Level 1 plus 10%)	57,612
Level 4 (Level 1 plus 15%)	60,233
Bricklayer	
Level 1	52,376
Level 2 (Level 1 plus 5%)	54,997
Level 3 (Level 1 plus 10%)	57,612
Level 4 (Level 1 plus 15%)	60,233
Floor/Wall Tiler	
Level 1	52,376
Level 2 (Level 1 plus 5%)	54,997
Level 3 (Level 1 plus 10%)	57,612
Level 4 (Level 1 plus 15%)	60,233
Upholsterer	
Level 1	54,119
Level 2 (Level 1 plus 5%)	56,826
Level 3 (Level 1 plus 10%)	59,521

Level 4 (Level 1 plus 15%)	62,233
Blindmaker	
Level 1	51,953
Level 2 (Level 1 plus 5%)	54,558
Level 3 (Level 1 plus 10%)	57,157
Level 4 (Level 1 plus 15%)	59,757
Electrical Tradesperson	
Level 1	55,430
Level 2 (Level 1 plus 5%)	58,200
Level 3 (Level 1 plus 10%)	60,965
Level 4 (Level 1 plus 15%)	63,746
Electrical Instrument Fitter	
Level 1	58,061
Level 2 (Level 1 plus 5%)	60,960
Level 3 (Level 1 plus 10%)	63,864
Level 4 (Level 1 plus 15%)	66,774
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.	
Scientific Instrument Maker	
Level 1	53,970
Level 2 (Level 1 plus 5%)	56,671
Level 3 (Level 1 plus 10%)	59,372
Level 4 (Level 1 plus 15%)	62,067
Tool Maker	
Level 1	53,970
Level 2 (Level 1 plus 5%)	56,671
Level 3 (Level 1 plus 10%)	59,372
Level 4 (Level 1 plus 15%)	62,067

Table 2 - Additional and Special Rates/Allowances

(Including Tool Allowance for Electrical Trades)

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Type	01/01/2018 \$
4A(ii)	On-call - Rostered on duty (per 24 hours)	23.50
4A(iii)	On-call - Rostered off duty (per 24 hours)	46.42
7(i)	Electricians License	
	Grade A	48.38
	Grade B	26.38
7(ii)	Lead Burner	0.99
7(iii)	Plumbers - combination of licenses	
	Plumbers license	48.02
	Gasfitters license	48.02
	Drainers license	39.12
	Plumbers & gasfitters license	63.41
	Plumbers & drainers license	63.41
	Gasfitters & drainers license	63.41
	Plumbers, gasfitters & drainers license	88.34
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.95
7(v)	Electric Welding	0.74
7(vi)	Computing Quantities	6.04
7(vii)	Boiler Attendants Certificate	7.45
7(viii)	BMC Operator	38.76

7(ix)	Motor Mechanic Motor Mechanic per day	0.76 3.06
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital Elec Fitter & Asst to Chief Eng.-Other Hosp. Electrician in Charge of Generating Plant less than 75 kilowatts. Electrician in charge of Generating Plant 75 Kilowatts or more Plant Electrician	68.30 54.48 20.07 69.68 65.52
7(xi)	Welder Special Class	12.47
8	Tool Allowance - Electrical Trades	19.93
9(i)(b)	Leading Hand Electrician	65.52
9(ii)	Leading Hand - Other than Electricians	
(a)	I/C up to 5 employees	49.95
(b)	I/C 6 up to 10 employees	65.29
(c)	I/C over 10 employees	83.66
10(i)	Cold Place	0.80
10(ii)	Confined Spaces	0.95
10(iii)	Dirty Work	0.80
10(iv)	Height Money	0.80
10(v)	Hot Places - 46C-54C Hot Places - more than 54C	0.80 0.95
10(vi)(a)	Insulation Material	0.95
10(vi)(b)	Asbestos	0.95
10(vii)	Smoke Boxes etc. Oil fired Boiler	0.57 1.97
10(viii)(a)(1)	Wet Places - other than rain	0.80
10(viii)(a)(2)	Rain	0.80
10(viii)(b)	Mud Allowance	6.13
10(ix)(a)(b)	Acid Furnaces etc.	4.03
10(x)	Depth Money	0.80
10(xi)(a)	Swing Scaffolds other than plasterers: First four hours Thereafter	5.70 1.19
10(xi)(b)	Swing Scaffolds - plasterers	0.17
10(xii)	Spray Application	0.80
10(xiii)	Working Secondhand timber	3.03
10(xiv)	Roof Work	0.80
10(xv)	Explosive Powered Tools	1.89
10(xvi)	Morgues	0.90
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.95
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.67
10(xvii)(d)	Close proximity to above	0.80
10(xviii)	Psychiatric Patients (PH Ward)	0.67
10(xix)	Animal House	0.53
10(xxi)	Asbestos Eradication	2.65
10(xxiii)(a)	Psychiatric Hospitals	1.55
10(xxiii)(b)	Geriatric Allowances: Allandale/Garrawarra Lidcombe (former)	0.55 0.50
11	Thermostatic Mixing Valve	26.32
12	Chokages	9.17
13	Fouled Equipment	9.17
25(i)	Climatic and Isolation Allowance Climatic and Isolation Allowance	8.68 17.47
	Apprentice Passing Exams: 1st Year 2nd year 3rd Year	1.64 5.07 6.70

Table 3 - Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

The date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Description	01/07/2016 \$
8	Tool Allowance Fitter, Motor Mechanic	30.80
8	Tool Allowance Plumber	30.80
8	Tool Allowance Carpenter	30.80
8	Tool Allowance Painter, Spray Painter, Signwriter	7.50
8	Tool Allowance Welder 1st Class	30.80
8	Tool Allowance Plasterer	30.80
8	Tool Allowance Bricklayer	22.00
8	Tool Allowance Floor/Wall Tiler	22.00
8	Tool Allowance Upholsterer/Blindmaker	8.70
8	Tool Allowance Scientific Instrument/Tool Maker	30.80
5(viii)	Meal Allowance for meal on overtime For each subsequent meal	25.60 10.90
14(i)	Employee required to work at a job away from accustomed place of work (per day)	20.90
24(vii)(c)	Laundry Allowance (per week)	0.98
26(ii)	Damage to clothing and tools - insurance to the extent of	1733.40
33	Living away from home allowance: Per week Per day	491.60 70.30
24(viii)	Ambulance Service - Uniform provided up to the value of	388.00

Table 4 - Apprentices Wages and Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	01/01/2018 per annum \$
Apprentice Plumber	
1st Year	22,784
2nd Year	30,293
3rd Year	39,123
4th Year	45,241
Apprentice Fitter	
1st Year	22,784
2nd Year	30,293
3rd Year	39,123
4th Year	45,241
Apprentice Electrician	
1st Year	22,784
2nd Year	30,293
3rd Year	39,123
4th Year	45,241
Apprentice Carpenter	
1st Year	22,784
2nd Year	30,293

3rd Year	39,123
4th Year	45,241
Apprentice Painter	
1st Year	22,784
2nd Year	30,293
3rd Year	39,123
4th Year	45,241
Apprentice Bricklayer	
1st Year	22,784
2nd Year	30,293
3rd Year	39,123
4th Year	45,241
Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2.	
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc.), will also apply. This includes the Allowances for Apprentices passing exams.	

P. KITE , Chief Commissioner.

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(1920)

SERIAL C8773

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services.

(Case No. 215107 of 2017)

Before Chief Commissioner Kite

26 July 2017

AWARD

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PART A - CORE CONDITIONS

SECTION 1 - APPLICATION, OPERATION AND GENERAL PROVISIONS

1. Definitions

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

BSO - means a Boating Education Officer, Boating Safety Officer or Senior Boating Safety Officer of the Maritime Division.

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

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

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 12.5.

Chief Executive means the Chief Executive of Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive).

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 RMS' control.

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

Day Worker means an Employee whose ordinary hours of work are set out in clause 22.

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

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

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

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

Employer means the Secretary of the Department of Transport as head of the Transport Service.

ESO means an Environmental Service Officer.

Extended Leave means long service leave as provided by clause 32.

FACSL means Family and Community Service Leave as provided by clause 29.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

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

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's permanent RMS office or normal work location.

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

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 22.2.

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

Graduate Engineer means a Professional Engineer who is participating in the RMS Graduate Recruitment and Development Program (or equivalent).

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

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the 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 RMS.

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

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

LWOP means Leave Without Pay.

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

Maritime Employees means those Employees employed in the Maritime classifications in Schedule A Part 3 of this Award.

MESO means Maritime Environmental Services Officer.

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

no RMS vehicle is available; or

no hire car is available; or

no public or other transport is available; or

Employees are unable to use public or other transport because of a disability; or

Employees are requested to use the vehicle and agree to do so; or

Employees are required to do so as specified by subclause 20.5.10 (Transfer of Dependents), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

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

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

Overtime means time which Employees work outside their ordinary hours as per clause 24.

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

Part-Time Employee means a person employed in accordance with subclause 12.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

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

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

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

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

RMS means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that Employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the Employer).

RMS Group - means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

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

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

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

SEA Officer means an initial or periodic surveyor, examiner or Safety Management System auditor employed in the Commercial Vessel Survey and Certification Branch of the Maritime Division.

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

Shift loading means a payment for working shifts other than day shift, as specified in subclause 23.3, 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 23.2.

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

Specialist Engineer means a Professional Engineer who has additional qualifications or skills as determined by the process defined in Clause 50.

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

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

TA Act means *Transport Administration Act 1988*.

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 12.6.

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

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

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

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

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

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

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

2. Title

This Award shall be known as the Roads and Maritime Services Consolidated Salaried Award 2017.

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 2016 published 21 October 2016 (380 I.G. 1566).
- 3.4. This Award comes into effect on 1 July 2017 and will remain in force until 30 June 2019.
- 3.5. Any specific provisions contained in Part B of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in Part A of this Award.
- 3.6. 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. During the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.
- 4.2. The terms of subclause 4.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 4.3. Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 (NSW) are not prohibited by this clause.

5. Dispute Settlement Procedure

- 5.1 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 local supervisor/manager. The local supervisor/manager 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 dispute settlement procedure 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 Principal Manager Human Resources and Industrial 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 Principal Manager Human Resources and Industrial 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 Dispute Settlement Procedure. 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 RMS' Grievance Resolution Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. The Procedure as at 1 July 2017 is at Schedule C of this Award.
- 6.4 While the Grievance Resolution Procedure is being followed, normal work is to continue.

7. Consultation and Significant Workplace Change

- 7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. 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 issues. Relevant information will be provided to the Unions to facilitate these discussions such as:
- (i) Divisional organisation structures;
 - (ii) Establishment details showing position by classification by Division, grade and location;
 - (iii) Available breakdown figures for full time, part time, casual and temporary employees, as well as numbers and usage of contractors and labour hire.
 - (iv) Other relevant information concerning the Employer's use of contractors, supplementary labour, and project work.
- 7.4 To facilitate improved change management, the Employer is committed to working with the Employees and their Employee Representatives to develop and implement a Change Management Framework consisting of guidelines and principles for managing change based on the principles contained in the NSW Public Service Agency change management standards and subject to Government policy.
- 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 7.4, 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 7.4. 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 the Dispute Resolution Procedure in clause 5 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 Dispute Settlement Procedure contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the *Industrial Relations Act 1996* in relation to the role of Union delegates.
- 8.3 Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (a) represent members in bargaining;
 - (b) represent the interests of members to the Employer;
 - (c) address new Employees about the benefits of union membership at the time that they enter employment;
 - (d) consult with union members and other Employees for whom the delegate is a representative; and
 - (e) place union information on a union noticeboard in a readily accessible and visible location.
 - (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 management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- 8.5 Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- 8.7 Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (a) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);

- (b) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (c) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
 - (d) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (e) attendance at meetings as a member of a vocational or industry committee.
- 8.8 Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) all travelling expenses being met by the Employee or the Union;
 - (c) attendance being confirmed in writing by the Union or a nominated training provider.
- 8.9 The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- 8.10 Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 8.11 If a delegate undertakes duties in accordance with this clause while on leave, RMS will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.
- 8.12 Union Delegates' access to the Employer's facilities
- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
 - (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.
- 8.13 Employees on loan to Unions - Subject to the operational requirements of the workplace, on loan arrangements will apply as follows:
- (a) RMS Employees loaned to a Union party to this Award on a temporary basis may perform work at the Union when it makes application to RMS because:
 - (i) it needs the Employee's services, or
 - (ii) the Employee is a member of the Executive or Council of the Union and is required by the Union to undertake a country tour.
 - (b) When proceeding to work at the Union, Employees must complete a leave form in the usual manner which shows the reason for absence as "On loan to the relevant union."

- (c) When performing work for the Union, the following applies:
 - (i) the period of the loan counts for service in respect of all entitlements,
 - (ii) the Employee remains on RMS' payroll,
 - (iii) RMS will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation. The Union is required to meet such costs as specified by NSW Treasury from time to time,
 - (iv) if the Employee wishes to apply for leave whilst at the Union they should make application for leave to RMS in the usual manner.

9. Work Environment

- 9.1 Workplace Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and 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* and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured Employees.
- 9.2 The Employer will allow Employees elected as committee members and Health and Safety Representatives (HSR), reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member and or HSRs.
- 9.3 Equality of Employment and Elimination of Discrimination - The parties to this Award are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

10. Anti-Discrimination

- 10.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under clause 5 (Dispute Settlement Procedure) of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

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

NOTES

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

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

11. Negotiation of Next Award

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

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

12. Forms of Employment

12.1 RMS will use direct permanent employment as the preferred and predominant staffing option for RMS.

12.2 Basis of Employment

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

12.3 Full-Time

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

12.4 Part-Time

- (a) A Part-Time Employee shall be engaged to work fewer contracted ordinary hours than the ordinary hours of a Full-Time Employee in the same classification. Part-time Professional Engineers must work a minimum of 3 hours per day.
- (b) Part-Time work may be undertaken with the agreement of the Employer. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award.

- (d) Part-Time Employees receive entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Subject to any specific provisions, the Employer may request, but not require, a Part-Time Employee to work additional hours or overtime in excess of their contract hours.
- (f) Subject to subclause 12.4(h), Salaried Employees and Professional Engineers who work on a Part-Time basis who work in excess of their usual daily hours may elect to:
 - (i) be paid at the ordinary rate of pay plus a loading of 1/12th for such additional hours in lieu of accrual of annual leave (5/47th loading for Employees entitled to 5 weeks annual leave) up to a maximum which is equal to the daily hours of Full-Time Employees in the relevant classification; or
 - (ii) have the additional hours counted for the accrual of annual and sick leave.
- (g) Subject to subclause 12.4(h), Maritime Employees who are part-time and work additional hours shall, subject to the specific provisions in this Award, be paid at the ordinary rate of pay for such hours and such time shall count for the purposes of annual leave accruals.
- (h) Part-Time Employees who work overtime, that is hours where an equivalent Full-Time Employee is entitled to overtime payments, shall be entitled to the same rate of overtime pay and conditions of overtime as those of their Full-Time equivalent.
- (i) Part-Time Employees may work, with approval of a line manager, under a flexitime arrangement as set out at subclause 22.2. 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 24.2(c) also apply.

12.5 Casual Employment

- (a) Employees may be employed on a casual basis:
 - (i) to carry out work that is irregular or intermittent, or
 - (ii) to carry out work on a short-term basis, or
 - (iii) to carry out urgent work or to deal with an emergency, and
 - (iv) must possess the qualifications required of a permanent Employee in the same classification.
- (b) Casual Employees are employed on an hourly basis for a minimum of three hours per engagement.
- (c) Casual Employees who work less than three hours per engagement are paid for three hours.
- (d) Casual Employees are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (e) Casual Employees shall be paid a loading on the appropriate ordinary hourly rate of pay of 17% in recognition of the casual nature of the employment and compensate the Employee for all leave, other than annual leave and extended leave, and all incidences of employment, except overtime and penalty rates.
- (f) Casual Employees shall also receive a 1/12th loading in lieu of annual leave.

- (g) Casual Employees will be entitled to overtime payments when they are required to work hours that would normally attract overtime payments for full-time Employees in accordance with clause 24 Overtime or, for Maritime Employees, clause 62 Overtime. Casual Employees are similarly entitled to attract Shift Work penalty in accordance with clause 23 Shift Work and allowances (except for Transfer Allowances) as set out in clause 20 Allowances.
- (h) The following provisions do not apply to Casual Employees (unless specified otherwise):
 - (i) Clause 13 (Probationary Period);
 - (ii) Clause 15 (Notice of Termination of Employment);
 - (iii) Subclause 20.5 (Transfer Allowances);
 - (iv) Section Five (Leave and Public Holidays);

12.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause 12.6(d), an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 24 months the Employee will be made permanent.

12.7 Trainees

Employees who are undergoing a recognised Traineeship shall be paid according to the Crown Employees (Public Service Training Wage) Reviewed Award 2008, as amended from time to time.

13. Probationary Period

- 13.1 Subject to subclauses 13.2 all new Employees, other than Employees who immediately prior to their employment in RMS were employed in the NSW Public Sector, will be subject to a probationary period of 3 calendar months, unless they are employed in a position which, due to the nature of the work or compulsory training, has a probationary period of six months.
- 13.2 Engineering Cadets and COIs are subject to a probation period of 12 months.
- 13.4 Prior to the conclusion of the probationary period, the Employer may either:
 - (a) confirm appointment;
 - (b) extend the probationary period once up to a maximum of 3 months; or
 - (c) annul the probationary appointment.

14. Secure Employment

14.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's

workforce, in particular by ensuring that Casual Employees have an opportunity to elect to become Full-Time or Part-Time Employees.

14.2 Casual Conversion

- (a) A Casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any Casual Employee who has a right to elect under subclause 14.2(b), upon receiving notice under subclause 14.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any Casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a Casual Employee has elected to become and been converted to a Full-Time Employee or a Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 14.2(b), the Employer and Employee shall, in accordance with this subclause, and subject to subclause 14.2(b), discuss and agree upon:
 - (i) whether the Employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996*;

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

- (g) Following an agreement being reached pursuant to subclause 14.2(f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

14.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (ii) provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 14.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

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

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

14.6 Contractors and Labour Hire

- (a) Consistent with subclauses 14.1 and 12.1 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.

14.7 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 14.8 (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.

14.8 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.
- (c) 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 14.8(b) above.

(d) Dispute Settlement Procedure

Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 5 of this Award.

15. Notice of Termination of Employment

15.1 Unless the Employee is terminated by the Employer for serious misconduct, the Employer will not terminate an Employee's employment unless the Employee has been given the period of notice required by this clause.

15.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

15.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.

15.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

15.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 15.2 above, or by forfeiting salary in lieu of notice.

15.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

15.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.

15.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

16. Abandonment of Employment

16.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.

16.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

16.3 The Employer will make reasonable enquiries to ensure Employees are not suffering physical and/or mental health issues in accordance with the RMS Separation from Employment Procedure.

SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS**17. Classifications and Rates of Pay**

- 17.1 Employees, other than Professional Engineers and Maritime Employees, are employed in the classifications set out in Part 1 of Schedule A.
- 17.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 17.3 Maritime Employees are employed in the classifications set out in Part 3 of Schedule A.
- 17.4 Employees, other than Trainees, will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 17.5 Employees will be paid applicable allowances and expenses in accordance with clause 20 and Schedule B of this Award.
- 17.6 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2017;
 - (b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2018;
 - (c) allowance items 13, 19(a), 26 and 27 will be increased in accordance with (a), rounded to the nearest dollar; 19(b) will be increased in accordance with (a), rounded to the nearest cent.
 - (d) allowance items 1-6, 11-12, 15-18, 20, 24 and 25 will be increased in accordance with variations made via Treasury Circulars and Schedule B amended as required.
 - (e) allowance items 7-10 and 14 will be increased in accordance with the Crown Employees (Transferred Employees Compensation) Award.
 - (f) 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.
 - (g) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.
- 17.7 Increments
- (a) Subject to subclauses (i) to (iii) below, where an Employee, other than a Maritime Employee, has completed 12 months service at a level within a classification, the Employee will progress one level within the Employee's classification.
 - (i) Employees are not entitled to progress to an increment if their conduct, work performance or attendance is unsatisfactory or if the Employee is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct.
 - (ii) Periods of leave without pay in excess of five days in any one year period will not count as service for incremental purposes.
 - (iii) Regular Casual Employees are entitled to an increment where they have worked the equivalent of 12 months worked by a full time Employee in the same position.
- 17.8 Salary Packaging
- (a) For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this Award and/or any salary payable under an agreement made under s68D(2) of the TA Act and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

- (b) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- (d) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines administered by specialist salary package company Maxxia on behalf of Transport Shared Services. Such agreement must be made prior to the period of service to which the earnings relate.
- (e) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
 - (i) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (ii) any administrative fees.
- (f) Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
 - (i) Superannuation Guarantee Contributions;
 - (ii) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.
- (g) Novated leases for 100% private use of motor vehicles are available under salary packaging.

17.9 Appeals in Respect of Salary Grade or Classification

- (a) Employees have the right to apply to the Employer through their branch or section manager for a salary increase, where applicable, or for an alteration in the grade or classification to which they are appointed.
- (b) If an Employee is dissatisfied with a decision or determination of the Employer in respect of:
 - (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in Part 7 of the Industrial Relations Act 1996 (NSW),the Employee may forward a notice of appeal to the Employer within 30 days of being advised of such a decision or determination if they do not exercise their right before the IRC. The Employer will hear and determine the appeal and will allow the Employee, if so desired, to attend and to present a case personally or through a representative.
- (c) Nothing in this clause shall preclude the reference of matters to the IRC.

17.10 Professional Engineers and Maritime Employees will be paid fortnightly.

17.11 Union Deductions

- (a) Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.

18. Higher Duties

18.1 Subject to subclause 18.2 and 18.4, 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.

18.2 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 (ie. 161 hours in the 4 week cycle); and
- (c) meet all other requirements of the position,

in order to be eligible for the annualised salary of the A, B or AA position. Where these requirements are not met, the Employee is to be paid the Maritime Level rate only for the position.

18.3 Where in any one period of relief an Employee relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such Employee in the higher graded position, they shall be paid an allowance as may be determined by the Employer and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment, provided that:

- (a) should the period of relief be in excess of 12 months the relieving Employee shall be entitled to be paid the salary that would be payable under this Award to a person appointed to that position on the day the relieving Employee commenced relieving duties in that position; or such proportion thereof as may be determined by the Employer;
- (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained; and
- (c) an Employee relieving another in a lower graded position shall not suffer any reduction in salary.

18.4 A higher duties allowance is paid when an Employee is directed to relieve in a higher graded position for one or more working days in the following occupational categories:

- (a) Customer Services Branch Employees working in Registries, including a maximum four hours relief when working on Saturday shifts;
- (b) Maritime Division Employees classified as Team Leader Environmental Services, Executive Assistant to the Director Maritime, Management positions at Maritime Level 17, and Employees holding Master 5 qualifications and required by RMS to use these qualifications/skills in the absence of the incumbent.

18.5 Higher Duties - Part-Time Arrangements

- (a) Employees relieving in a higher graded position whose position holder is either a Part-Time Employee or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.

- (b) Part-Time Employees relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

18.6 Incremental Progression by Allowances:

- (a) Where a very lengthy period of acting in the one higher graded position is unavoidable, the Employee concerned may progress by way of allowance to the next incremental step, provided that a 100 per cent allowance has been paid continuously for a period of 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.
- (c) Where there are broken periods of relief in the higher graded position(s), such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:
 - (i) only periods in respect of which the level of the allowance together with the Employee's salary is greater than or equal to the salary of the new position to which the Employee is substantively appointed are counted;
 - (ii) any period of leave during which allowance was not paid is discounted;
 - (iii) aggregation does not extend over any break in excess of six months.
- (d) The same principles apply if an Employee who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.

- 18.7 Managers are to consider sharing higher duties relief opportunities between suitable staff to enhance fairness and increase developmental opportunities.

19. Travelling Compensation

19.1 Travel on Official Business

- (a) Employees who travel on official business and are not provided with an RMS vehicle, must, wherever possible, travel by the most economic and practical means of public transport. If public transport is not practical, or if the Employee has a genuine safety concern, the Employer can approve the use of a taxi or hire car.
- (b) RMS pays the full cost of fares for the transport.
- (c) Where Employees pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then Employees must obtain prior approval to travel by:
 - (i) taxi, hire car or rented car;
 - (ii) air; or
 - (iii) private vehicle, in accordance with subclause 20.4.
- (e) Employees who receive approval to use a private vehicle for official business travel will be reimbursed as set out in subclause 20.4.2.

19.2 Travel Compensation

19.2.1 Fares

- (a) Employees are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If Employees are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), Employees may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares or the kilometres usually travelled between their home and headquarters (whichever is relevant).

19.2.2 Travelling Time

- (a) Employees are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 19.2.2 and 19.2.3. Employees are not entitled to be paid travelling time or take time off in lieu:
 - (i) for time spent travelling between their usual headquarters and usual permanent residence, or for the time normally taken for the periodic journey from home to headquarters and return,
 - (ii) for time spent travelling on permanent transfer where:
 - 1. the transfer involves promotion which carries increased salary,
 - 2. the transfer is for disciplinary reasons,
 - 3. the transfer is made at the Employee's request, or
 - 4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) 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.

19.2.3 Payment for Travelling and Waiting Time

- (a) Employees who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When Employees are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period, except in unforeseen circumstances such as a major transport disruption.
- (e) Payment for travelling time and waiting time shall be at the Employee’s ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (f) Unless otherwise directed, Employees must take time off in lieu within three months of being notified of approval of the leave.

20. Allowances

20.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
 - (i) a fraction of an hour less than 30 minutes is not taken into account;
 - (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

20.2 Meal Allowances

20.2.1 Meal allowance and break while travelling

- (a) Employees are entitled to claim a meal allowance when travelling on RMS business if they:
 - (i) return to their headquarters or place of residence on the same day;

- (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur an expense in obtaining the meal.
- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Schedule B and subject to the following provisions:
- (i) Breakfast - the journey must have commenced before 6am and at least one hour before the Employee's normal starting time;
 - (ii) Lunch - when Employees are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters.
- 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.

20.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for Employees who work overtime, is set out in subclause 24.4.

20.3 Travelling and Lodging Allowance

20.3.1 General

- (a) If the Employer requires an Employee to proceed on work away from their normal headquarters and the Employee cannot return to their normal headquarters on the day of departure, and the Employee does not permanently change their headquarters:
 - (i) the Employer may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the Employee the appropriate meal allowance where the Employer does not provide a meal, 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 20.3.1(a)(i):
 - (A) Employees who stay in RMS-provided accommodation will receive an incidentals allowance as set out at Item 4 of Schedule B;
 - (B) Employees required to camp out or make use of caravans or boats for overnight accommodation when motel/hotel accommodation is neither available or appropriate are entitled to an allowance as set out in Item 24 of Schedule B; 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 20.3.1(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 Dispute Settlement Procedure (clause 5).

20.3.2 Lodging in RMS-Provided Accommodation

- (a) Employees who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the Employer.
- (b) Where the Employer does not provide meals, Employees are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Employees who stay in RMS-provided accommodation may receive an Incidentals allowance as set out at Item 4 of Schedule B.

20.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If Employees:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),then claims for Travel and Lodging allowances are calculated according to (b) - (e) below.
- (b) Employees are entitled to the Travelling allowance set out in subclause 20.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If Employees have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 18 of Schedule B, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Schedule B. The allowance is calculated from the time of the Employee's departure to the temporary work location up until the

time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday, respectively.

- (d) Where it is necessary to:
- (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,
- Employees are paid the reasonable actual cost, plus an amount set out at Item 4 of Schedule B.
- (e) When travelling to permanent residence/headquarters each week, Employees are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

20.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For Employees who:
- (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in subclause 20.3.3(a)(ii), to travel to their permanent residence at weekends,
- the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the Employee's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then Employees are entitled:
- (i) if they have dependents, to return to their permanent residence every four weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every two weeks and have half their costs met by the Employer;
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every four weeks and have half their costs met by the RMS.
- (c) If the distance between an Employee's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that Employees are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then Employees are entitled:
- (i) if they have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every four weeks;
 - (ii) if they do not have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.

- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the Employer may provide Employees with air transport.
- (e) If, in accordance with (b) and (c) above, Employees return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and Employees are paid travelling time as set out at subclause 19.2.2(b).
- (f) When Employees travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

20.4 Use of Private Motor Vehicle

20.4.1 General

- (a) Unless otherwise specified in this Award, Employees bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Employees may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the Employer than other forms of transport.
- (c) If Employees have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance; and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.

20.4.2 Rates, Allowances and Expenses

- (a) Employees who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Employees will be paid:
 - (i) the Specified Journey Rate, as set at Item 18 of Schedule B for travel to and from a temporary work location; or when on official business where an RMS vehicle or other forms of transport are available, but the Employee elects to use their own private vehicle, with the approval of the Employer. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport;
 - (ii) the Official Business Rate as set at Item 17 of Schedule B for using a private vehicle on official business when no other means of transport is available, where the Employee is directed to use their own vehicle by the Employer and the Employee agrees to do so;
 - (iii) the Official Business Rate as set at Item 17 of Schedule B if, owing to a disability, the Employee is unable to use other transport.

20.4.3 Private Use of RMS vehicles

- (a) Subject to management approval and the provisions of RMS's Light Motor Vehicle Policy and Guidelines (as varied from time to time), Employees may negotiate to include the private use of an RMS vehicle in a salary package arrangement.

- (b) Such arrangement will be subject to a motor vehicle being available from within the RMS motor vehicle fleet and the vehicle being made available for general use during business hours.

20.5 Conditions and Allowances on Transfer

This clause applies to all Employees other than Casuals.

20.5.1 General

- (a) Unless otherwise approved by the Employer, Employees are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters;
 - (ii) under arrangements they have made directly with another Employee to exchange positions;
 - (iii) from one part of Sydney Metropolitan area to another as defined in RMS policy.
 - (iv) to a new headquarters within 34km of their previous headquarters; or
 - (v) for reasons of proven misconduct.

In the case of job swaps arising out of major restructures, RMS is prepared to consider the payment of transfer allowance in exceptional circumstances.

- (b) Where both spouses are Employees and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred Employees prior to relocating.
- (c) Where special circumstances exist and the Employer so approves, this clause shall apply to a transfer within the meaning of subclause (a)(i) or (a)(iv).

20.5.2 Travelling and Accommodation Allowance

- (a) Employees who are transferred from one headquarters to another are paid the travelling allowance set out at subclause 20.3.1 until arriving at their new headquarters.
- (b) Employees who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
 - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at subclause 20.3, for the first eight weeks;
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the Employee can produce receipts of the expenses claimed. Employees are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the Employee has receipts, minus the amount each week set out at Item 20 of Schedule B;
 - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks;

- (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 12(c) of Schedule B.
- (c) Employees who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain the Employer's approval prior to the expiration of the above periods.
- (d) Where the Employer is not prepared, under subclause 20.5.10, to meet the expense of transferring dependants, the Employee is paid the relevant accommodation allowances set out at subclause 20.3.
- (e) If an Employee is separated from their dependents under circumstances set out above, then the Employee is entitled to the provisions for returning to permanent residence set out at subclauses 20.3.3 and 20.3.4.

20.5.3 Sale and Purchase of Home When Transferred

- (a) Where an Employee is transferred and the Employer has agreed to meet the cost of relocating their dependants and possessions, the Employee is entitled to be reimbursed the costs associated with the sale of their current residence provided the Employee purchases a residence or land to build a home at the new location. The sale and purchase must occur:
 - (i) not earlier than 6 months prior to and no later than 4 years after the transfer; or
 - (ii) within a period not exceeding a further 4 years if the Employee is transferred again within the timeframe of (a).
- (b) This subclause also applies if an Employee sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

20.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 20.5.3 applies, then the Employee may be reimbursed for the following expenses:
 - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the Employee's behalf, in respect of transactions limited to Schedule 1 of the *Conveyancing Act 1919* (NSW);
 - (ii) stamp duty paid in respect of the purchase of the Employee's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions;
 - (iii) registration of transfer and discharge of mortgage;
 - (iv) any real estate agent's commission for the sale of the former residence;
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the Employee has purchased a residence or land on which to build a home at the new headquarters (the Employer may require the Employee to prove that reasonable efforts have been made to sell the former residence at a reasonable market price);
 - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence;

- (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in subclause 20.5.3(a) above is exceeded, the Employer will consider the Employee's circumstances and may require the Employee to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
- (c) The maximum amount Employees are reimbursed for items in 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.

20.5.5 Telephone Connection

Employees will be reimbursed the cost of installing a telephone at their new location provided that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer; and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Employees must provide receipts when claiming reimbursement.

20.5.6 Arrangement of Accommodation in Advance

- (a) Subject to approval, if an Employee and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the Employee is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used;
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation;
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location; and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the Employee and their family member, provided the Employee produces receipts, up to a maximum of the amount specified in subclause 20.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, Employees are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if Employees have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, Employees are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 18 of Schedule B.

- (d) Employees are not entitled to the conditions above if they intend to re-occupy their own home.

20.5.7 Weekly Allowance for Increased Rental Costs

- (a) Employees may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location;
 - (ii) up to a maximum of the amount set out at Item 9 of Schedule B per week; and
 - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

20.5.8 School Costs for Dependent Children

- (a) Where Employees have dependent 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 dependent children change to a school at the new location, Employees are entitled to reimbursement of the costs of replacing the essential school clothing listed from time to time in the DPC personnel circulars.
- (c) Employees may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

20.5.9 Transfer of Household Furniture and Effects

- (a) Employees who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
 - (i) where the value of the household furniture and effects is more than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(b) of Schedule B.
 - (ii) where the value of the household furniture and effects is less than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(c) of Schedule B.
 - (iii) where Employees change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, Employees receive the amount set out at Item 7(d) of Schedule B.

- (b) Employees are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense outlined in 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.

20.5.10 Transfer of Dependants

- (a) If Employees transfer for the reasons set out in subclause 20.5.1(a)(i) or (ii) and special circumstances exist, upon application the Employer may choose to reimburse the entitlements set out below.
- (b) If Employees are transferred for the reason set out in subclause 20.5.1(a) (iv), they are entitled to the provisions set out below.
- (c) When Employees and their dependants travel to a new location, they are paid:
 - (i) the actual and necessary fares incurred by the most economical means of public transport available; or
 - (ii) the Official Business Rate as set out at Item 17 of Schedule B if Employees choose to travel by private vehicle.
- (d) If Employees travel during working hours they are entitled to travelling allowances as set out in subclause 20.3. Any time spent in excess of the quickest practicable public surface route is:
 - (i) deducted from annual leave; or
 - (ii) approved as leave without pay.
- (e) Where it is necessary for Employees to lodge their family or dependent relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and

reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.

- (f) If Employees submit a receipt for joint accommodation costs for them and their family or dependent relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at subclause 20.3.

20.5.11 Special Leave for Transferred Employees

- (a) Where Employees are transferred in accordance with subclause 20.5.1, they are entitled to special leave of:
- (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage;
- (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

20.5.12 Removal expenses on Retirement, Redundancy or Death

- (a) If Employees retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the Employer will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
- (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters;
- (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower; and
- (iii) in the case of voluntary redundancy only, the Employee has not rejected an offer of redeployment.
- (b) Any separate claim made by the Employee's children or dependant relatives will be considered by the Employer provided that full particulars for the reason for special consideration are supplied.

20.6 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 11 of Schedule B and discussed in this clause are the rates payable per annum.
- (b) Employees whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Employees whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to Employees whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.

- (e) Grade C Allowances will be paid to Employees whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yethong.
- (f) Employees will be paid the dependant rate, set out at Item 11 of Schedule B, if their dependants also reside in the defined remote area.

20.7 Fares Subsidy - Remote Areas

- (a) Employees who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the Employee takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and 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).

20.8 First Aid Allowance

- (a) Where the Employer designates an Employee who is qualified, as specified in Items 15 and 16 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- (b) The First Aid Allowance is not payable where a first aid qualification is part of an Employee's essential job requirement.

20.9 Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 13 of Schedule B.

20.10 Uniform and Personal Protective Equipment

- (a) Salaried Employees
 - (i) Salaried Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance as set out in Item 25 of Schedule B for care and cleaning of uniform clothing.
 - (ii) The Employer shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all Employees in the workplace.
- (b) Professional Engineers
 - (i) Employees who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
- (c) Maritime Employees
 - (i) Employees issued with a uniform are to wear the full uniform and keep it in good order.
 - (ii) Employees employed in front line customer contact positions only may be issued uniforms from the Employer. This includes all on water roles, customer service positions and survey Employees.
 - (iii) Replacement of uniforms shall be on a fair wear and tear basis.
 - (iv) The provisions of (iii) above shall not apply to Employees issued with uniforms in roles other than those described in (ii) above.
 - (v) Where an Employee is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the Employee's supervisor. Any Employee who has been issued with protective clothing and/or equipment, who reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
 - (vi) Replacement of personal protective clothing will be on the basis of fair wear and tear.

20.11 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with management, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
- (e) Employees who are on-call are not entitled to a disturbance allowance.

- (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

20.12 Disturbance Allowance

- (a) This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 59.
- (b) Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- (c) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate;
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.
- (e) The disturbance allowance is payable under the arrangements set out in the RMS On-Call and Disturbance Allowance Procedure.

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

21. Local Arrangements

- 21.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 21.2 All local arrangements negotiated between the Employer and the union parties must:
 - a) be approved in writing by the Employer;
 - b) be approved in writing by the union parties to this Award;
 - c) include provisions for the duration, review, and termination of the agreement; and
 - d) be contained in a formal document signed by all parties to this Award.
- 21.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

22. Hours of Work

22.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) COIs and Compliance Operations Managers (in which case the provisions of clause 52 shall apply);

- (ii) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 42 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 43 shall apply);
 - (iv) Work Support Employees (in which case the provisions of clause 44 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 45 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 46 shall apply);
 - (vii) Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 47 shall apply).
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

22.2 Ordinary Hours

- (a) The provisions of subclause 22.2 do not apply to those Employees engaged in Shift Work. The ordinary hours of Shift Workers shall be as set out in clause 23.
- (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 management 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 management approval. (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 their manager and taking into consideration the requirements of their role.
 - (ii) Flexitime will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
 - (iii) 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 22.2(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.
 - (iv) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
 - (v) 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.
 - (vi) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
 - (vii) 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.
 - (viii) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
 - (ix) 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.
 - (x) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 22.2(e)(xiii) and 22.2(e)(xvi), additional hours are forfeited.
 - (xi) 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.
 - (xii) The hours worked during the settlement period are to be monitored by the Employee and their Supervisor. When due to operational reasons the Employee may exceed the credit carry of 10 hours at the end of the settlement period, the Supervisor shall, with the agreement of the Employee, request approval of the Employer, to allow 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 RMS policy, procedures, guidelines and delegations.

- (xiii) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
 - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
 - (ii) 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.
 - (iii) 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.
- (xiv) Flex leave - Subject to operational requirements:
 - (i) 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.
 - (ii) Flex leave can be taken for a minimum period of 1 hour and thereafter in 15 minute increments.
 - (iii) Flex leave may be taken on consecutive working days.
 - (iv) Absences on flex leave may be combined with other periods of authorised leave.
- (xv) Banked days - If an Employee is unable to take flex leave in accordance with clause 22.2(e)(xv) 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.
- (xvi) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in subclause 21.2(e)(xvi), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the relevant branch manager. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (xvii) 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.

23. Shiftwork

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 52 shall apply);
 - (ii) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 42 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 43 shall apply);

- (iv) Work Support Employees (in which case the provisions of clause 44 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 45 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 46 shall apply);
 - (vii) Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 47 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 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 23.2(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 23.2(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 23.5(a).

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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 local management provided that the choice of shift patterns does not prevent the Employer from applying shift work provisions to other Employees;
 - (iii) for the purpose of this subclause, 'temporary shift work' means shift work for up to 2 weeks;
 - (iv) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25.0%
Night	50.0%

- (v) if a normal shift is worked between Monday and Friday, the Friday shift starts before and finishes after midnight Friday. If a normal shift is worked between Sunday and Thursday, the Sunday shift starts before midnight Sunday;
- (vi) Employees who work according to a temporary shift work arrangement on a Saturday, Sunday or public holiday must be paid overtime rates provided Friday shifts referred to in (v) above are paid at ordinary rates and Sunday shifts referred to in (v) above are paid at ordinary shift rates after midnight Sunday.
- (vii) Employees who work in excess of the agreed ordinary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- (viii) Employees who are required to work temporary shift work must be given at least 48 hours' notice. If shift hours are changed, Employees must be notified by the finishing time of their previous shift;
- (ix) Employees must not work more than one ordinary shift on any one day (eg a day shift and a night shift). If Employees are required to work a second shift on a given day, the second shift is paid as overtime;
- (x) Employees who work according to a temporary shift arrangement of less than five consecutive working days (and this is not due to their actions), shall be paid overtime rates. Any public holidays, ADOs or leave is counted as single days worked and forms part of the calculation towards the completion of five consecutive days;
- (xi) Unless provided for in this clause, no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (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 23.7(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.

24. Overtime

24.1 Application of this Clause

- (a) With the exception of subclause 24.3, 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 42 shall apply);
 - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 43 shall apply);
 - (iii) Work Support Employees (in which case the provisions clause 44 shall apply);
 - (iv) Traffic Supervisors (in which case the provisions of clause 45 shall apply);
 - (v) Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 47 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 staff.

24.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 23.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in subclause 24.2. 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) a manager 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) a manager 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 local management, 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 relevant manager. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the relevant manager authorises payment calculated on the Employee's substantive rate.
- (g) All overtime required to be worked shall be approved in advance by the relevant supervisor/manager. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

24.3 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.

24.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in subclause 24.4 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.

24.5 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 24.5(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.

24.6 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.
- (b) Professional Engineers who work overtime are entitled to:
- (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
 - (ii) not being required to be on duty for more than 16 consecutive hours;
 - (iii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
 - (iv) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;

- (v) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
- (vi) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (i)-(v) above, the Employee will be paid at their normal salary for the time they are absent.

25. Flexible Working Practices

- 25.1 RMS recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins staff performance and productivity and is a key contributor to the achievement of RMS' corporate objectives. It also contributes to the attraction and retention of people with valuable skills, and assists the participation of diverse groups in the workforce.
- 25.2 RMS 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 Employee's manager is to provide the Employee within a reasonable time:
 - (i) the reason(s) the request cannot be granted;
 - (ii) any alternative arrangements RMS 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 General Manager Human Resources for a review of the request who will consider the matter and provide a recommendation to the Employee and their manager.
 - (c) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5, Dispute Settlement Procedure.
- 25.3 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 RMS Telecentre)
 - (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) Other negotiated flexible working requests
- 25.4 Consideration and approval of flexible working initiatives is in accordance with the RMS Workplace Flexibility Policy and other relevant Policies, Procedures or Guidelines.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

26. Annual Leave

26.1 Application of this Clause

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 47 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, as in force from time to time.
- 26.2 Where operational requirements permit, the wishes of the Employee will be taken into account on the time annual leave is taken.
- 26.3 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.
- 26.4 An Employee is entitled to be paid in advance for periods of approved annual leave.
- 26.5 Additional Conditions applicable to Salaried Employees
- (a) The following Salaried Employees are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance prescribed in subclause 20.6;
 - (ii) they are stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed on a six or seven-day week three shift roster.
 - (b) Salaried Employees entitled to accrue five days additional annual leave per annum in accordance with subclause 26.5(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.
- 26.6 Additional Conditions applicable to Professional Engineers
- (a) Professional Engineers are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance in accordance with subclause 20.6; or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed as a six or seven-day continuous shift worker.

- (b) Professional Engineers entitled to accrue five days additional annual leave per annum in accordance with subclause 25.6(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Professional Engineers do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

26.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue five additional days of annual leave per annum accruing monthly:
 - (i) Boating Safety Officers, 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*.
- (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.

26.8 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 26.8(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.

26.9 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.

26.10 Annual Leave Loading for Salaried Employees

- (a) Salaried Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated up to a maximum salary of USS Grade 11.
- (b) The annual leave loading shall be paid to Salaried Employees subject to the following conditions:
 - (i) The full entitlement to the loading on annual leave that a Salaried Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year a Salaried Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (ii) In the event of no such absence occurring by 30 November of the following year, a Salaried Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
 - (iii) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 percent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17.5per 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.

27. Sick Leave

27.1 Application of this Clause

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre (in which case the provisions of clause 47 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.

27.2 Entitlement and Accrual for Employees

- (a) Sick leave on full pay accrues day by day to Salaried Employees at the rate of 15 days for each year of service and is cumulative.
- (b) At the commencement of employment with the Employer Employees will be granted an accrual of 5 days sick leave.
- (c) After the first four months of employment Employees shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (d) After the first year of service Employees shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (e) Additional Special Sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Extended Special Sick Leave may be granted at the discretion of the Chief Executive in the following circumstances:
 - (i) Where an Employee has exhausted the grant of all forms of sick leave that are available to the Employee, application may be made to the Chief Executive for Extended Special Sick Leave.
 - (ii) Extended Special Sick Leave is designed for long term illness or injury and may only be sought after other forms of sick leave have been exhausted.
 - (iii) RMS will require medical evidence to support such applications.
- (g) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.

27.3 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.

27.4 Notification and Evidence requirements

- (a) An Employee must inform their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the Employee's starting time as possible.
- (b) The granting of paid or unpaid sick leave is subject to the Employee:
 - (i) providing notice of the absence as per subclause 27.4(a); and
 - (ii) appropriate evidence requirements in subclause 27.4(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.

28. Carer's. Leave

28.1 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.

28.2 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 28.2(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 28.2(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.

28.3 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 28.2(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 28.2(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.

28.4 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 28.2(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.

29. Family and Community Service Leave

29.1 Employees may be granted FACSL for reasons related to unplanned and emergency family responsibilities or other specified emergencies and may include, but are not limited to, the following:

- (a) for reasons related to responsibilities for a Family Member;
- (b) for reasons related to the death of a Family Member or relative;
- (c) for reasons related to performance of community service;

- (d) in case of pressing necessity, natural disaster or major transport disruption, or
 - (e) for the purpose of adoption interviews or examinations.
- 29.2 The maximum amount of FACSL that an Employee will accrue at ordinary rates is:
- (a) two and a half days in the first 12 months of service;
 - (b) two and a half days in the second year of service; and
 - (c) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee.
- 29.3 Part-time Employees are entitled to FACSL on a pro-rata basis, based on the number of hours worked.
- 29.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to a Professional Engineer (or up to 3 days if the Employee is a Salaried Employee).
- 29.5 If available FACSL is exhausted as a result of natural disasters, RMS shall consider applications for additional FACSL if some other emergency arises.
- 29.6 RMS may also grant Employees other forms of leave such as accrued annual leave, time off in lieu and flex leave for family or community service responsibilities.
- 29.7 Employees who have had immediate previous employment in the NSW Public sector may transfer their FACSL from their previous Employer.
- 29.8 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 28.2(d) (Carer's leave) dies.
 - (b) Casual Employees can be unavailable to work for up to 48 hours (two days work). However, the Employee and the Employer can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the Employee is absent from work or makes themselves unavailable to work.
 - (c) Casual Employees will not be paid when they are unavailable to work or leave work in accordance with this clause.
 - (d) The Employer may require casual Employees to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death.
 - (e) The Employer will not fail to re-engage casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage casual Employees are not affected.

30. Maternity, Adoption and Parental Leave

30.1 General Provisions

- (a) Maternity, Adoption and Parental Leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (i) for Maternity Leave and Other Parent Leave, an unbroken period of two weeks at the time of birth of the child;

- (ii) for Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- (b) Employee can access available accrued annual or long service leave during any period of maternity, adoption or parental leave, provided that such leave taken does not extend the period of leave.

30.2 Maternity Leave

(a) General

- (i) Maternity leave is available to female Employees (including those employed as casuals who have worked on a regular and systemic basis with RMS for at least 12 months) to enable them to take leave in connection with the pregnancy or birth of a child.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

(b) Paid Maternity Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of Parental Leave are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) up to fourteen weeks, or
 - (ii) the period of maternity leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:
 - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
 - (B) for a further period ending not more than 12 months after the date of giving birth.
- (d) Where the pregnancy ends not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiate their date of return to work with the Employer.
- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

30.3 Adoption Leave

(a) General

- (i) Employees are entitled to adoption leave when they are to be the primary care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

(b) Paid Adoption Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of adoption leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Adoption Leave

- (i) Employees are entitled to adoption leave for a maximum period of 12 months.
- (ii) If approved, unpaid adoption leave may be taken as:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.

(d) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.

30.4 Parental Leave

(a) General

- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
- (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
- (iii) Parental leave is granted without pay except as provided in subclause 30.4(d).

(b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.

(c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in subclause 30.8(b). Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

(d) Paid Parental Leave

- (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (A) One week on full pay, or

(B) Two weeks on half pay.

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

30.5 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

30.6 Subsequent maternity or adoption leave - pay rate

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

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

30.7 Alternative Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Employer, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

30.8 Communication during Maternity, Adoption and Parental Leave

- (a) Where Employees are on maternity, adoption or parental leave and RMS makes a definite decision to introduce significant change at the workplace, RMS will take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
- (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing maternity, adoption or parental leave.
- (b) Employees must take reasonable steps to inform RMS about any significant matter that will affect the Employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) Employees must notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with subclause 30.8(a) above.

30.9 Right to Request

- (a) An Employee who has taken leave in accordance with subclauses 30.2, 30.3 or 30.4 may make a request to the Employer to:
- (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full time basis);
 - (iii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
 - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.
- to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under subclause 30.9(a)(ii) and (iii) above having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

30.10 Return to Work

- (a) An Employee has the right to her/his former position if she/he has taken leave in accordance with subclauses 30.2, 30.3, 30.4 or 30.9(a) and she/he resumes duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of leave in accordance with subclauses 30.2, 30.3, 30.4 or 30.9(a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.

30.11 The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

- (a) the Employee or the spouse is pregnant, or
- (b) the Employee is or has been immediately absent on maternity leave or adoption leave.

Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

31. Lactation Breaks

- 31.1 A lactation break is provided to lactating mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.
- 31.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 31.3 A part time Employee working 4 hours or less per day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

- 31.4 A flexible approach to the timing and general management of lactation breaks must be taken by the Employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the Employee.
- 31.5 The RMS will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- 31.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactating needs.
- 31.7 The manager and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- (a) whether the Employee is required to work at a site that is not operated or controlled by the RMS;
 - (b) whether the Employee is regularly required to travel in the course of performing their duties;
 - (c) whether the Employee performs field-based work where access to the facilities in subclause 31.5 are not available or cannot reasonably be made available; and
 - (d) the effect that the arrangements will have on the Employee's lactating needs.
- 31.8 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 31.9), and
 - (c) must be at a time that is mutually convenient to both the Employee and the RMS.
- 31.9 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 27 (Sick Leave) of this Award, or TIL, or access the flexible working hours scheme provided in clause 22 (Hours of Work) of this Award, where applicable.

32. Extended Leave

32.1 General

- (a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with section 68HA of the *Transport Administration Act 1988*, 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.

32.2 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 32.3(b).
- (e) All previous full-time and part-time service with RMS, the former RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Agency, and Maritime Authority of NSW and its predecessor organisations, 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 RMS.
- (f) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with the *Government Sector Employment Act 2013* (NSW). Extended Leave may also be transferred from Commonwealth and interstate government agencies in accordance with Schedule 2 of the Government Sector Employment Regulation 2014.
- (g) Nothing in 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.

32.3 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.

32.4 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.

32.5 Public Holidays while on Extended Leave

- (a) The days set out in clause 40 (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 40 (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.

32.6 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 31.2(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 32.2(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.

32.7 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 32.3(b).
- (d) Employees who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with subclause 32.2(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 32.7(d) applying, any period of leave without pay taken does not count as service.

33. Special Leave

33.1 Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
 - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the *Jury Act 1977* in respect of any such period.
 - (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977* in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
 - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
 - (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

- (d) NAIDOC Week - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 38 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
 - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at National Titles, the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
 - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.

- (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
- (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.
- (m) Participation in graduation ceremonies, and attending professional or learned societies' conferences, etc.
- (n) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board, etc.
- (o) Duties associated with holding official office in Local Government.

34. Examination and Study Leave

- 34.1 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 Study and Exam Leave Procedure, as amended from time to time.

35. Military Leave

- 35.1 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.
- 35.2 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 35.1 of this clause.
- 35.3 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.
- 35.4 Unused military leave does not accumulate.
- 35.5 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.
- 35.6 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.

36. Purchased Leave

- 36.1 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.

- 36.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 36.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 36.4 The leave will count as service for all purposes.
- 36.5 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.
- 36.6 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.
- 36.7 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.
- 36.8 Specific conditions governing purchased leave may be amended from time to time by the Chief Executive in consultation with the Union parties.

37. Observance of Essential Religious and Cultural Obligations

- 37.1 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.

38. Leave for Matters Arising from Domestic Violence

- 38.1 Leave entitlements provided for in clauses 27 (Sick Leave), 28 (Carer's Leave) and 29 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- 38.2 Where the leave entitlements referred to in subclause 38.1 above are exhausted, the Employer shall grant up to 5 days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

- 38.3 The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and leave is required. The Employer may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 38.4 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 38.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

39. Leave Without Pay

- 39.1 This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 60.
- 39.2 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.
- 39.3 Each application for leave without pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the Employee and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- 39.4 RMS' Leave Without Pay Procedure outlines the entitlement, arrangements and effect of such leave.

40. Public Holidays

- 40.1 Subject to subclause 40.2, 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.

- 40.2 Employees are only entitled to be paid public holidays for the days on which they would ordinarily work, but for the holiday occurring.
- 40.3 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 24.5 or paid as per subclause 40.5 below.
- 40.4 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.
- 40.5 Subject to subclause 40.6, 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.
- 40.6 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.
- 40.7 BSOs of the Maritime Division in receipt of an annualised salary who are required to work on a public holiday are entitled to receive TIL for each hour worked.

PART B - SPECIFIC PROVISIONS

SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES

41. Compliance Operations Inspectors (COIs) and Compliance Operations Managers

- 41.1 The provisions of this subclause 41.1 to 41.6 apply only to Employees employed in the classification of COI.
- 41.2 The ordinary hours of duty are 35 hours per week over five days.
- 41.3 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.

41.4 Shift Work Rosters

- (a) To provide flexibility in working arrangements, site specific shift work rosters may be agreed between management 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.

41.5 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.

41.6 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 41.6(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).

41.7 The provisions of this subclause 41.7 to 41.8 apply only to Employees employed in the classification of Compliance Operations Managers.

41.8 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.
- (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 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) 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).

42. Hours of Work and Additional Conditions for Motor Registry and Telephone Customer Service Centre Employees

42.1 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.

42.2 Change of Hours within Spread of Hours

- (a) Any change to the trading hours of a Motor Registry or Telephone Customer Service Centre within the spread of hours as set out in subclause 42.1, 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.

42.3 Standard Hours of Work

- (a) Full Time Employees
 - (i) The ordinary hours of work shall be 70 hours over a two week roster cycle.

- (ii) Full Time Employees in a Motor Registry or Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that Full Time Employees will, with the agreement of the Employer, be able to work ten days including Saturdays during the cycle.
- (iii) Subject to subclause 42.4, 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 42.4, 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.

42.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency (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 42.4 "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 42.1, 42.2 and 42.3. 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.

42.5 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 42.1, 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 42.1 of this clause, a loading of 50% as prescribed in subclause 42.5(b) shall apply.

42.6 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 42.1.
 - (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 42.1.
- (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 42.1.
 - (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 42.5.

43. Hours of Work and Additional Conditions for Drives Help Desk Employees

43.1 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.

43.2 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.

43.3 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 42.4, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

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 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.

44. Hours of Work and Additional Conditions for Work Support Employees

44.1 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.

44.2 Hours of Work

- (a) The ordinary hours of duty of WSOs shall be 35 hours per week between 7.00am to 5.30pm on 5 days per week, Monday to Friday inclusive.
- (b) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (c) Working hours (ie a bank up of hours) will be in accordance with the following provisions:
 - (i) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
 - (ii) Subject to the provisions of this subclause one accrued day off may be taken in each four week work cycle. Such accrued day off will be observed between Monday to Friday (inclusive).
 - (iii) Where a WSO works on the accrued day off, the WSO may elect to have another day off in substitution thereof before the end of the succeeding work cycle. Such election should be granted where practicable, provided that in such case the accrued entitlements are transferred to the substituted day off.
- (d) WSOs absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSOs absent from duty on approved leave (sick leave, annual leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

44.3 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.

- 44.4 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.

45. Hours of Work for Traffic Supervisors

- 45.1 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.
- 45.2 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.
- 45.3 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.
- 45.4 Where the agreed accrued day off prescribed by subclause 45.1 falls on a public holiday the next working day on which the Employee is normally rostered for duty shall be taken in lieu of the accrued day off, unless an alternative day in that four-week cycle or the next four-week cycle is agreed between RMS or its representative and the Employee.
- 45.5 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.
- 45.6 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.
- 45.7 An Employee who has not worked, or is not regarded by reason of subclause 45.3 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.
- 45.8 Where agreement is reached between RMS or its representative and an Employee, that Employee may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an Employee is not entitled to be paid at the rate as specified in subclause 45.9.
- 45.9 Subject to subclause 45.7, the accrued day off prescribed in subclauses 45.1 and 45.2 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.
- 45.10 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.
- 45.11 The provisions contained in subclauses 45.1 to 45.7 of this clause shall also apply to shift workers by substituting the word 'shift' for 'day' in each cycle.

46. Hours of Work and Additional Conditions for Manager - Field Operations & Services, Field Traffic Managers and Traffic Commanders

Manager - Field Operations & Services and Field Traffic Managers

46.1 Ordinary Hours of work shall be 35 per week.

46.2 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 Manager - Field Operations & Services and Field Traffic Managers for all days during the calendar year, 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 Manager - Field Operations & Services and Field Traffic Managers will be entitled to the payment of a disturbance allowance in accordance with subclause 46.3 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 management;
 - (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.

46.3 Disturbance Allowance

- (a) Employees in the position of Manager - Field Operations & Services and Field Traffic Managers 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 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 his/her supervisor or manager 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.

Traffic Commanders

46.4 Ordinary Hours of work shall be 35 per week.

46.5 Payment for Shift Work

- (a) For the purposes of this clause:
 - (i) 'Early Morning shift' shall mean those shifts commencing at or after 4.00 am.
 - (ii) 'Day Shifts' shall mean those shifts commencing at or after 6.00 am.
 - (iii) 'Afternoon Shifts' shall mean those shifts commencing at or after 12 noon.
- (b) Payment for Early Morning Shift shall be at the ordinary rate of pay plus 12.5 per cent.
- (c) Payment for Day Shift shall be at ordinary rate of pay.
- (d) Payment for Afternoon Shift shall be at ordinary rate of pay plus 12.5 per cent.

46.6 Shift Rosters

- (a) Traffic Commanders shall be rostered to work shifts as required.
- (b) Wherever reasonably practicable, notice shall be given at least 7 days in advance of shifts to be worked.
- (c) Traffic Commanders are entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift. Where a Traffic Commander has not observed a rest break of 8 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 the Traffic Commander is 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 46.5 above.
- (d) No employee shall be required to work more than five consecutive hours without a meal break. In the event a Traffic Commander is directed to work during a meal break, the meal break will be paid at the overtime rate, and does not include any applicable shift loading.
- (e) An Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates.

46.7 Incident Management Allowance

- (a) Employees who are employed in the position of Traffic Commander will be paid an allowance set out in item 27 of Schedule B - Allowances and Expenses, which takes into account the following:
 - (i) The environment in which the work is to be performed;

- (ii) Being rostered on call 24 weeks per year, during which time the Traffic Commander is available to respond to unplanned incidents during un-rostered hours (i.e. between the cessation of the day or afternoon shift and the commencement of the morning or day shift the following day) on weekdays and 24 hours per day on weekends and public holidays;
 - (iii) Being available to work up to 5 hours per week when rostered on call, as required.
- (b) Traffic Commanders will be able to elect to be paid overtime or to accrue TIL, calculated on the same basis as overtime, for time spent attending call outs over and above the 5 hours per week that are compensated for by the allowance. The TIL will be accumulated over a 3 calendar month period and must be taken within 3 calendar months of its accumulation, subject to organisational convenience. If TIL is not taken within 3 calendar months it will be paid at the overtime rate at which it was accrued after the end of the third month and the TIL cancelled.
- (c) The allowance will be paid fortnightly. The allowance is to be counted as ordinary time earnings and is payable for all purposes including but not limited to:
- (i) Leave payments;
 - (ii) Loadings and overtime;
 - (iii) Payments on separation;
 - (iv) Calculating superannuation guarantee contributions under the relevant superannuation legislation; and
 - (v) Determining benefits payable under any relevant defined benefits superannuation scheme.
- (d) Other than as provided for in this clause, Traffic Commanders will not be entitled to any additional payments under this Award for time spent attending call outs during their rostered 24 weeks on call. The entitlements under this clause are in satisfaction of all relevant Award entitlements for such call outs. For any call out outside the rostered 24 weeks, the Award shall apply.

47. Hours of Work and Additional Conditions for Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre

47.1 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 47.2.
 - (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 47.2.
- (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 47.3.
- (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.

47.2 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.

47.3 Overtime Worked

Payment of overtime shall be made at the following rates:

- (a) 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.
- (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 2016.

47.4 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.

SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

48. 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.

49. Call Out/Call Back

49.1 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.

50. Specialist Engineers

50.1 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.

50.2 Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to RMS' functions.

50.3 Relevant criteria which would be examined by the committee include:

- (a) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
- (b) Holding a specialist graduate diploma in a field related to the work of the Professional Engineer in RMS, not being a graduate diploma in management or a business administration diploma; or
- (c) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
- (d) The Specialist Engineer Accreditation Committee will consist of a representative of the Employer, Professionals Australia and a mutually acceptable independent expert in the specialist field under consideration.
- (e) If an Employee is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the Employee may appeal to their Director who will review the decision in conjunction with the General Manager, Human Resources.

51. Recognition of Professional Engineering Skills

- 51.1 The importance of the contribution of Professional Engineers to RMS is recognised by this Award.
- 51.2 An Employee with the qualification of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this Award. Recognition is available in accordance with the RMS policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- 51.3 The Recognition of Professional Engineers Policy will not be amended without the agreement of Professionals Australia.

52. Professional Development

- 52.1 The Employer and Professionals Australia will work together to ensure best practice workforce development that builds and maintains engineering capability at RMS, and in doing so provides industry leadership for ongoing engineering workforce development.
- 52.2 The Employer and Professionals Australia are committed to identifying future risks and committed to working together constructively to find solutions.
- 52.3 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.
- 52.4 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.
- 52.5 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.

- 52.6 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 General Manager Human Resources to ensure compliance with this clause.

53. Professional Engineer Development Program (PEDP)

- 53.1 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.
- 53.2 Progression will only occur when the Professional Engineer is assessed as meeting the relevant criteria for Engineer Level 2.

54. Knowledge Transfer

- 54.1 RMS recognises the importance of succession planning and knowledge transfer prior to the retirement or exit of Professional Engineers.
- 54.2 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.
- 54.3 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.

55. Women in Engineering

- 55.1 The Employer is committed to increasing the representation of women in the workforce, including in engineering.
- 55.2 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 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.

- 55.3 The Employer will provide regular statistical analysis and reporting on women in the engineering profession within RMS. This information is to be provided to Professionals Australia.
- 55.4 The Employer is required to consider, and report on, gender diversity in restructuring.

56. Consultation

- 56.1 RMS 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 RMS Professional Engineers, such as workload and skills shortages.
 - (e) Women in engineering.

57. Part-Time Employment

- 57.1 In addition to subclause 30.9 (Right to Request) and clause 25 (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 RMS' Leave and Attendance Policy and applicable procedures. Requests to work part-time will not be unreasonably refused.

58. Hours for Full-Time Employees

- 58.1 RMS and Employees may agree to work either a standard hours arrangement or a flextime arrangement. RMS may direct Employees to work a standard hours arrangement in exceptional circumstances.

59. Disturbance Allowance

- 59.1 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.
- 59.2 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.
- 59.3 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.
- 59.4 Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

60. Leave Without Pay**60.1 Approved Leave Without Pay**

- (a) Employees may be granted leave without pay (LWOP):
- (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the Employee ceases work or at the expiration of paid leave, and
 - (v) ceasing on the day prior to the day on which the Employee resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that RMS retains the right to:
- (i) abolish any position on the grounds of redundancy,
 - (ii) require an Employee to relinquish a position, or
 - (iii) terminate the Employee's services, should circumstances during the absence, so require.
- A decision made to abolish a position while an Employee is on LWOP does not mean that the Employee will be offered a voluntary redundancy. RMS' policy and procedures on the management of displaced and excess staff will apply.
- (c) Employees may not take LWOP to engage in other employment unless RMS is satisfied that the skills and experience gained from this other employment will provide RMS with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Employees are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If Employees obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Employees are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in subclause 32.6.
- (i) A permanent appointment may be made to the Employee's position if:
- (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The Employee is advised of RMS's proposal to permanently backfill their position; and
 - (iii) The Employee is given a reasonable opportunity to end the LWOP and return to their position; and
 - (iv) RMS advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of LWOP.

- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The Employee does not cease to be employed by RMS if their position is permanently backfilled.
- (l) Subclause 60.1(i) does not apply to full-time unpaid parental leave or to military leave.

60.2 Unauthorised Leave Without Pay

- (a) Employees who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, Employees will not be paid for this period of absence.
- (b) Nothing in this clause prevents RMS from taking disciplinary action against Employees for unauthorised absences from work.

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

61. Hours of Work

- 61.1 "35 hour per week Employees" means all Maritime Division 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.
- 61.2 "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.
- 61.3 SEA Officers and their respective Team Leaders on an annualised salary: The ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period.
- 61.4 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.
- 61.5 Hours of work will be arranged to take into consideration the specific business needs of RMS, and where possible, the work preferences of Employees. Service and functions provided by RMS will not be withdrawn to accommodate the absence of Employees under the hours of work arrangements.
- 61.6 Unless prescribed otherwise in the Specific Provisions, the starting and finishing times within the spread of ordinary hours should be mutually agreed between management and Employees, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and finishing times.
- 61.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- 61.8 The working of additional hours within the spread of hours will be by reasonable notice from management.
- 61.9 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.

- 61.10 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.
- 61.11 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.
- 61.12 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.
- 61.13 Notwithstanding the provisions of this clause, an Employee and their manager may agree to other arrangements provided they meet the needs of the business and the contract hours are worked within the cycle.
- 61.14 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.

62. Maritime Trainees Ordinary Hours of Work

- 62.1 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.
- 62.2 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.
- 62.3 Hours worked on a Saturday will be paid a loading of 50% for the first 2 hours and 100% for the remainder.
- 62.4 Hours worked on a Sunday will be paid a loading of 100%.
- 62.5 Hours worked on a Public Holiday will be paid a loading of 150%.
- 62.6 Hours worked outside the span of ordinary hours for each group working on weekdays will be paid a loading of 50%.

63. Additional Hours

- 63.1 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 SEA Officers and their respective Team Leaders.
- 63.2 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.
- 63.3 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.
- 63.4 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.

64. Overtime

- 64.1 The provisions of this clause shall not apply to positions on Annualised Salaries.
- 64.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause 63 (Additional Hours).
- 64.3 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.
- 64.4 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.
- 64.5 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.
- 64.6 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.

65. Fitness for Duty

- 65.1 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.
- 65.2 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.
- 65.3 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.

- 65.4 An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the RMS Fitness To Continue Procedure.
- 65.5 An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.
- 65.6 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.

66. Allowances

66.1 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.

66.2 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 Child Care Subsidy Procedure (as varied from time to time).

66.3 Gym Membership

The Employer agrees to provide assistance with the cost of gym memberships up to the maximum amount listed in item 22 of Schedule B in accordance with the RMS Gym Subsidy Scheme (as varied from time to time).

66.4 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.

67. Conditions Applicable to Managers in Boating Operations Branch at Salary Levels MA16A, 16AA MA17A and MA17AA.

- 67.1 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.
- 67.2 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.
- 67.3 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.

67.4 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.

68. Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers (BEOs).

68.1 Any reference to Boating Safety Officers (BSOs) should also be read as referring to Senior Boating Safety Officers (SBSOs) and Boating Education Officers (BEOs).

68.2 The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of staff within regions to augment resources available for the conduct of special operations.

68.3 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.

68.4 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 68.5, 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.

68.5 Ordinary Hours of Work

- (a) The BSO's role is principally day work. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi shift work arrangement.
- (b) There are no fixed hours and the expectation is that each BSO will arrange his/her hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking 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.

68.6 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 68.5 above are "Additional hours" and must have the approval of the Employer.
 - (ii) A reasonable number of additional hours shall be worked to accommodate the functions of RMS.
- (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 68.4, a BSO and their Manager may agree to other arrangements provided they meet the needs of the business and the total number of ordinary hours to be worked within the 12 month period.

68.7 Work Outside Ordinary Hours (WOOH)

- (a) BSO may be required to work outside the usual span of hours prescribed in subclause 68.5.
- (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 68.5(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.

69. Conditions Applicable to Team Leaders Environmental Services (TLE) and Environmental Services Officers (ESOs).

- 69.1 The roster and annualised salaries makes provision for:
- (a) 12 hour shifts,
 - (b) working three days on/three days off,
 - (c) 190 hours annual leave,
 - (d) Ordinary hours being 0600 to 1800 Monday to Sunday,
 - (e) Sick Leave and Higher Duties allowance calculated at 10.86 hours a day,
 - (f) 55 minute break,
 - (g) Additional 14 minutes paid with the annualised salary at ordinary time rate not the overtime rate,
 - (h) Working 5 public holidays in a twelve month period,
 - (i) Working special aquatic events on Boxing Day, New Year's Eve and Australia Day,
 - (j) No accrual of additional hours or TIL.
- 69.2 The annualised salary shall count for superannuation purposes.
- 69.3 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.
- 69.4 The ordinary hours of work are up to 12 hours, 0600 to 1800, Monday to Sunday, however, in exceptional circumstances such as aquatic events, start and finish times and the number of hours may be varied to suit business needs, following consultation and reasonable notice.
- 69.5 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.
- 69.6 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.
- 69.6 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.
- 69.7 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.
- 69.8 Annual and Extended leave may only be taken in accordance with the Leave Roster.

70. Conditions Applicable to the Payment of Annualised Salaries

- 70.1 Annualised salaries shall cease to be paid if for any reason an Employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the 'ordinary hours' applicable to 35 hours or 38 hours per week Employees. In such cases, the Employee shall be paid at the relevant rate contained in the Maritime Officer Scale.
- (a) For Designated Managerial Positions on an Annualised Salary: The annualised salaries covers all incidents of employment including excess hours, 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 70.1 above will apply.
 - (b) For Operational Positions on an Annualised Salary: The annualised salaries cover incidents of employment including working weekends and public holidays, the requisite special aquatic events on Boxing Day, New Years Eve and Australia Day. For Team Leaders, Environmental Services and Environmental Services Officers, the annualised salary also covers ordinary hours of work to include working a 12 hour day, 3 days on and 3 days off.
 - (c) For Investigators on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes routinely working outside core hours, and on weekends and public holidays as required by business needs.
 - (d) For SEA Officers and their respective Team Leaders on an Annualised Salary: The annualised salary covers all incidents of employment 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.
- 70.2 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.

71. Competency Progression of Maritime Employees

- 71.1 All new appointed Boating Safety Officers (BSOs), Product Services Officers (PSOs), permanent full-time Boating Education Officers (BEOs), Associate Auditor/Surveyors (AA/Ss) and Associate Naval Architect (ANA) have a probationary period of six months linked to their competency training program and salary progression system.
- 71.2 SEA Officers have a probationary period of 3 months and may be rotated through sections of the Commercial Vessel Survey and Certification Branch as required by the business.
- 71.3 BEOs are graded as MA5A, and may progress to BSO (subject to merit selection).
- 71.4 BSOs are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA11A - fully competent (12 months post appointment).
- 71.5 PSOs are graded as MA3 and progress through the grades to MA6.
- 71.6 AA/S progress from grade MA7A to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).
- 71.7 The ANA progresses from grade MA7A (entry level) to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).

- 71.8 SEA Officers are initially graded as MA14A and progress to MA15A (24 months).
- 71.9 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 2015 Award whilst under the traineeship.

72. Change of Position

- 72.1 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.

73. Specific Provisions for Special Extraordinary Aquatic Events

- 73.1 Maritime Division will determine, in consultation with Employees and /or their Employee representatives, which events fall into the category of Special Extraordinary Aquatic Events and the dates of such events. In such cases the working arrangements/compensation for on-water Employees required to work to support Special Extraordinary Aquatic Events are as follows:

(a) SBSOs 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 Extraordinary Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

(b) Team Leaders Environmental Services and Environmental Service Officers

If the days falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

If the days falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

If they work more than 12 hours they will be paid overtime.

(c) Hydrographic Surveyors

If the day falls on a normal working day, they will work as normal. If the event is gazetted as Public Holiday they will be paid the appropriate penalty rates for the time worked.

If the day falls on a weekend, they will be paid appropriate penalty rates for time worked.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**PART 1****Salaried Employee Classifications (including Compliance Operations Inspectors)**

Unified Salary Scale Grades	2.5% increase 1 July 2016 Per annum \$	2.5% increase 1 July 2017 Per annum \$	2.5% increase 1 July 2018 Per annum \$
Grade 1	37,542	38,481	39,443
	41,176	42,205	43,261
	47,074	48,251	49,457
Grade 2	49,647	50,888	52,160
	51,900	53,198	54,527
	53,831	55,177	56,556
Grade 3	57,159	58,588	60,053
	59,836	61,332	62,865
	62,624	64,190	65,794
Grade 4	64,534	66,147	67,801
	67,065	68,742	70,460
	69,704	71,447	73,233
Grade 5	72,099	73,901	75,749
	74,430	76,921	78,198
	75,771	77,665	79,607
Grade 6	77,435	79,371	81,355
	79,785	81,780	83,824
	82,396	84,456	86,567
Grade 7	84,188	86,293	88,450
	87,160	89,339	91,572
	88,850	91,071	93,348
Grade 8	92,496	94,808	97,179
	96,251	98,657	101,124
	99,257	101,738	104,282
Grade 9	103,823	106,419	109,079
	106,805	109,475	112,212
	111,612	114,402	117,262
Grade 10	114,430	117,291	120,223
	118,943	121,917	124,964
	125,052	128,178	131,383
Grade 11	128,917	132,140	135,443
	134,528	137,891	141,338
	137,557	140,996	144,251
Grade 12	145,607	149,247	152,978
	149,857	153,603	157,444
	155,092	158,969	162,944
Grade 13	159,721	163,714	167,807
	163,860	167,957	172,155
	171,713	176,006	180,406

PART 2**Professional Engineers**

Engineering Scale	Year	2.5% increase 1 July 2016 Per annum \$	2.5% increase 1 July 2017 Per annum \$	2.5% increase 1 July 2018 Per annum \$
Cadet Engineer Level 1	-	39,810	40,805	41,825
Cadet Engineer Level 2	-	42,109	43,162	44,241
Cadet Engineer Level 3	-	44,676	45,793	46,938
Cadet Engineer Level 4	-	47,497	48,684	49,902
Cadet Engineer Level 5	-	51,168	52,447	53,758
Cadet Engineer Level 6	-	51,694	52,986	54,311
GRAD Program Engineer	1	73,071	74,898	76,770
	2	75,433	77,319	79,252
	3	76,793	78,713	80,681
Engineer Level 1	1	85,326	87,459	89,646
	2	88,339	90,547	92,811
	3	90,051	92,302	94,610
	4	93,748	96,092	98,494
	5	97,548	99,987	102,486
	6	100,597	103,112	105,690
Engineer Level 2	1	105,223	107,854	110,550
	2	108,248	110,954	113,728
	3	113,119	115,947	118,846
Engineer Level 3	1	115,973	118,872	121,844
	2	120,547	123,561	126,650
	3	126,739	129,907	133,155
Engineer Level 4	1	130,657	133,923	137,272
	2	136,342	139,751	143,244
	3	139,410	142,895	146,468
Engineer Level 5	1	147,567	151,256	155,038
	2	151,879	155,676	159,568
	3	157,187	161,117	165,145
Engineer Level 6	1	161,879	165,926	170,074
	2	166,073	170,225	174,480
	3	174,031	178,382	182,841

Note: All salary rates in this table include 1.35% annual leave loading.

Professional Engineers Level Descriptions**Engineer Level 1**

The Professional Engineer (as defined) commencement level.

The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level definition

Under supervision from higher-level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior Professional Engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures enable the Professional Engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher-level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The Professional Engineer may assign and check work of technical staff assigned to work on a common project.

Engineer Level 2

Classification Level definition

Following development through Level 1, 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 staff.

Engineer Level 4

Classification Level definition

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement,

and knowledge of more than one field of, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

initiates or participates in short-range or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;

gives technical advice to management and operating departments;

may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

co-ordinates work programs; and

directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex engineering applications.

Engineer Level 5

Classification Level Definition

A Professional Engineer usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities, or as an engineering consultant. Achieving recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and participates in discussions determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.

The Professional Engineer makes responsible decisions on all matters, including the establishment of policies and expenditures of large sums of money and/or implementation of major programs, subject only to overall policy and financial controls.

The Professional Engineer receives administrative direction based on organisation policies and objectives. Work is reviewed to ensure conformity with policy and co-ordination with other functions.

The Professional Engineer reviews and evaluates technical work; selects, schedules, and co-ordinates to attain program objectives: and/or as administrator, makes decisions concerning selection, training, performance management and remuneration of staff.

Engineer Level 6

Classification Level Definition

A Professional Engineer usually responsible for a high-level engineering administrative and/or management function, directing and taking responsibility for several professional and other groups engaged in inter-related engineering responsibilities, or acts as the principal of a specialist engineering consulting organisation. Has achieved recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and arrives at solutions. Initiates and participates in discussions determining basic operating policies, devising ways or reaching program objectives in the most economical manner and of meeting and overcoming any unusual conditions affecting work progress.

The Professional Engineer takes responsibility for decisions on all matters contained in area of management, including the establishment and promulgation of policies. Directs expenditures of large sums of money and/or implementation of major programs, subject only to overall organisational policy and financial controls.

The Professional Engineer reports only to high-level management and receives direction based on overall organisation policies and objectives. Reviews work assigned by high level management prior to delegation of tasks to others to ensure conformity with organisational policy and co-ordination with other organisational functions and outside agencies.

The Professional Engineer approves critical technical output from areas under management; selects, schedules, and co-ordinates to attain program objectives. As manager, selects upper level staff, and initiates training, performance management and decisions on remuneration of all staff under direction.

PART 3**Maritime Employee Classifications**

Level	2.5% increase 1 July 2016 Per annum \$	2.5% increase 1 July 2017 Per annum \$	2.5% increase 1 July 2018 Per annum \$
Maritime Officer			
1	47,492	48,679	49,896
2	51,969	53,268	54,600
3	60,338	61,846	63,393
4	63,182	64,762	66,381
5	67,936	69,634	71,375
6	71,141	72,920	74,743
7	76,481	78,393	80,353
8	80,086	82,088	84,140
9	86,096	88,248	90,455
10	90,158	92,412	94,722
11	96,923	99,346	101,830
12	101,490	104,027	106,628
13	109,102	111,830	114,625
14	114,234	117,090	120,017
15	122,798	125,868	129,015
16	128,579	131,793	135,088
17	138,206	141,661	145,203

Annualised Salaries (*)			
5A	88,058	90,259	92,516
7A	96,607	99,022	101,498
7AA	93,793	96,138	98,541
9A	103,227	105,808	108,453
10A	110,283	113,040	115,866
10AA	110,565	113,329	116,162
11A	117,048	119,974	122,974
12A	121,614	124,654	127,771
13A	121,331	124,364	127,473
13B	127,803	130,998	134,273
14A	134,360	137,719	141,162
15A	142,921	146,494	150,156
15AA	143,664	147,256	150,937
16A	149,445	153,181	157,011
16AA	149,445	153,181	157,011
17A	153,380	157,215	161,145
17AA	159,071	163,048	167,124

*Includes the following operational positions

Manager, Operations (various)		MA16AA
Team Leader, Commercial Vessel Survey & Certification (various)		MA17A MA16A
Manager, Maritime Investigations		MA17A
Manager, Wharf Safety & Grants		MA17A
Team Leader Initial Survey		MA17A
Team Leader Periodic Survey & SMS		MA17A
Principal Manager		MA17AA
Senior Manager Projects		MA16A
Team Leader Marine Certification		MA16A
Marine Certification Officer		MA11A
SEA Officer		MA14A - MA15A
Senior Maritime Investigations Officer		MA14A
Associate Auditor/Surveyor	Entry Level After 12 months After 24 months After 36 months	MA7A MA9A MA11A MA13A
Associate Naval Architect	Entry Level After 12 months After 24 months After 36 months	MA7A MA9A MA11A MA13A
Senior Boating Safety Officer		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

*	To be updated in accordance with the NSW Treasury Circulars
~	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

Item No.	Clause No.	Description	1 July 2017 Amount \$		1 July 2018 Amount \$	
1	20.2.1(b)	Meal Allowance while Travelling	Per meal		Per meal	
		Capital Cities & High Cost Country Centres (refer to (5) below)				
		Breakfast	*		*	
		Lunch	*		*	
		Evening Meal	*		*	
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)				
		Breakfast	*		*	
		Lunch	*		*	
		Evening Meal	*		*	
2	24.4	Meal Allowance on Overtime	Per meal		Per meal	
		Breakfast	*		*	
		Lunch	*		*	
		Evening Meal	*		*	
3	20.3	Lodgings	Per Day \$	Per Day \$	Per Hour \$	Per Hour \$
		Location				
		Capital Cities				
		Sydney	*	*	*	*
		Adelaide	*	*	*	*
		Brisbane	*	*	*	*
		Canberra	*	*	*	*
		Darwin	*	*	*	*
		Hobart	*	*	*	*
		Melbourne	*	*	*	*
		Perth	*	*	*	*
		High Cost Country Centres (NSW)				
		Gold Coast	*	*	*	*
		Gosford	*	*	*	*
		Maitland	*	*	*	*
		Newcastle	*	*	*	*
		Orange	*	*	*	*
		Queanbeyan	*	*	*	*
		Wagga Wagga	*	*	*	*
		Wollongong	*	*	*	*
		Port Macquarie	*	*	*	*
		'Tier 2' Country Centres (NSW)				
		Bathurst	*	*	*	*
		Broken Hill	*	*	*	*
		Dubbo	*	*	*	*
		Goulburn	*	*	*	*
		Muswellbrook	*	*	*	*

		All other Country Centres (NSW) 'Elsewhere'	*	*	*	*
4	20.3	Incidentals allowance (all locations)	*		*	
			per day		per day	
5	20.5.2(b)	Amount for incidentals deducted from actual/reasonable expenses	*		*	
			per week		per week	
6	20.5.2(b)	Maximum allowance for Employee separated from dependents	*		*	
			per week		per week	
7(a)	20.5.9(a)	(i) Allowance for removal of furniture - value of furniture:	~		~	
7(b)		(ii) If value above amount in (i), Employees receive -	~		~	
7(c)		(iii) If value below amount in (i), Employees receive -	~		~	
7(d)		(iv) If not eligible, Employees shall receive -	~		~	
8	20.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	~		~	
9	20.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	~		~	
10(a)	20.5.8(a)	Parents to pay first	~		~	
10(b)		RMS pays up to a maximum of	per week		per week	
			~		~	
			per week		per week	
11	20.6	Remote areas allowance (with dependants)	*		*	
		Grade A	*		*	
		Grade B	*		*	
		Grade C	*		*	
		Remote areas allowance (without dependants)	*		*	
		Grade A	*		*	
		Grade B	*		*	
		Grade C	*		*	
12(a)	20.7	Fares subsidy for climatic area - actual cost less or	*		*	
12(b)		Maximum amount for Employee with spouse/dependents; or	*		*	
12(c)		Maximum amount for Employee without spouse/dependents	*		*	
13	20.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	8,517.00		8,517.00	
			per annum		per annum	
14	20.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	~		~	
15	20.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	*		*	
			per annum		per annum	
16	20.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	*		*	
			per annum		per annum	
17	20.4.2(b) 20.5.10(c)	Use of Private Motor Vehicles on Official Business - Official Business Rate:	*		*	
18	20.3.3(b) 20.4.2(b) 20.5.6(c) 20.7(e)	Use of Private Motor Vehicles on Official Business - Specified Journey Rate:	*		*	
19(a)	20.11	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	78 per day (Mon- Fri)		80 per day (Mon - Fri)	
			116		119	
			per day (Sat. Sun & P.Hol)		per day (Sat Sun & P.Hol)	
19(b)	66.1	On call allowance (payable to Maritime Employees)	0.96 per hour		0.99 per hour	

20	20.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	*	*
21	66.2	Assistance with Child Care fees per child (for Maritime Employees)	^ per annum	^ per annum
22	66.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	^ pa	^ pa
23	66.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	8759 per annum	8978 per annum
24	20.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	* per day	* per day
25	20.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	8 per week	8 per week
26	46.2	Incident co-ordination allowance - applies to Manager - Field Operations & Services and Field Traffic Managers.	39 per day (Mon - Fri) 57 per day (Sat, Sun & P. Hol)	40 per day (Mon - Fri) 59 per day (Sat, Sun & P. Hol)
27	46.7	Incident management allowance - applies to Traffic Commanders (based on grade and level of Employee)	954.54 per fortnight to 1034.52 per fortnight	978.40 per fortnight to 1060.38 per fortnight

APPENDIX A

Calculation of Overnight Expenses

General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the Employee arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Examples

1. Travel to a Single Destination

An Employee travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The Employee departs Grafton at 6.00am and arrives back at their permanent residence at 6.00pm the following day.

Calculation of expenses

Employees are entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel Itinerary Involving Overnight Stays at a Number of Locations

An Employee travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12.00pm) and travel back to Sydney (5.00pm).

SCHEDULE C - GRIEVANCE RESOLUTION PROCEDURE

Grievance Resolution Procedure

SECTION A - INTRODUCTION

1. Why is this procedure required and who is it for?

Roads and Maritime Services values the contribution of all staff to the achievement of our business objectives. The Grievance Resolution Procedure provides guidance to all managers and staff on how to raise and address work-related concerns and grievances promptly, impartially and confidentially. This procedure and process may be used by:

staff to address work-related concerns and grievances with other staff, and

managers to resolve work-related concerns and grievances between staff.

The Grievance Resolution Procedure does not cover matters relating to:

work health and safety or compensation [refer - Work Health and Safety Manual]

poor performance issues [refer - Managing Unsatisfactory Performance and Conduct Procedure]

fraud, corruption, maladministration or serious or substantial waste of resources [refer - Corrupt Conduct and Maladministration Prevention Policy and PN 017]

misconduct and disciplinary issues [refer - Discipline Policy], or

personal non-work related concerns or grievances.

This procedure applies to all staff of Roads and Maritime Services, skill hire personnel and professional service contractors.

Read this procedure in conjunction with the Workplace Professionalism and Conduct Policy.

2. Definitions

Term	Definition
Grievance	A clear statement by a staff member of a work-related problem, concern or complaint. Grievances may include matters involving: <ul style="list-style-type: none"> • a workplace communication or interpersonal conflict • allocation of work or development opportunities • changes to work processes or practices, or • the interpretation or application of a workplace policy.
Grievant	The staff member who has a work-related grievance
Respondent	The staff member who is the subject of a work-related grievance

SECTION B - PROCEDURE

Workplace grievances are work-related problems, concerns or complaints.

Any staff member involved in any way in a grievance matter is protected against action for defamation provided they:

raise the grievance in accordance with this procedure

do not intentionally make a vexatious, malicious or substantially frivolous complaint [see Section 1], and

maintain confidentiality and do not publish or make information available concerning the grievance to persons who are not directly involved in the grievance.

1. Vexatious Complaints

Vexatious complaints are those that do not contain sufficient grounds for action. Vexatious complaints include but are not limited to those issues which are raised:

with malicious intent

with the primary intent to divert organisational resources to delay another matter from being expeditiously dealt with

with the sole intention to annoy or harass another person

frivolously, or

are otherwise lacking in substance.

Staff found to be making vexatious and/ or frivolous complaints may be subject to disciplinary action in line with policies and procedures.

2. Confidentiality

All staff involved in a grievance (including its resolution) must maintain confidentiality and only discuss the matter with their manager, nominated support person (if any), other staff involved in the management of the issue, or immediate family members. Any breach of confidentiality may result in disciplinary or legal action.

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area.

3. Documentation

Any documentation relating to addressing grievance matters must be kept securely.

Where the manager addresses grievances directly [see Section 6], they must take brief and factual diary or file notes of all agreed actions and timelines. These notes are to be retained in a secure manner for one year. In addition the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at WorkplaceConduct@transport.nsw.gov.au [see Section 6.4].

4. Victimization

Victimization is any unfavourable treatment of a person as a consequence of their having lodged a grievance, being the subject of a grievance or being otherwise involved in a grievance.

Staff who raise or are otherwise involved in a grievance, are not to be victimised in any way. Disciplinary proceedings may be commenced against any staff member who victimises or retaliates against a person lodging or otherwise involved in a grievance.

5. Addressing a Grievance

A grievance does not need to be submitted in writing in order for the grievance to be addressed.

Grievances may be referred to the Workplace Conduct and Investigations Unit at any time directly by the staff member, their manager, another senior manager or the General Manager, Human Resources.

5.1 Seeking advice

At any time, staff can seek guidance on policies and procedures by contacting HR Advisory or their union delegate.

Managers may access advice and support from the Workplace Conduct and Investigations Unit.

5.2 Local, informal resolution

Ideally, grievance matters are most effectively addressed informally at a local level between the parties directly involved.

If the person with the grievance feels able, they should discuss the matter with the person involved or with the manager as soon as possible. In many cases, issues are dealt with most effectively in this way and any misunderstandings can be quickly cleared up.

Where informal discussions are not possible or do not resolve the matter, either party can discuss the matter with their manager, a more senior manager, or the Workplace Conduct and Investigations Unit.

6. Grievance Addressed By Manager

Where the manager is addressing the grievance, in the first instance they can seek advice and guidance from the Workplace Conduct and Investigations Unit.

The manager must inform all participants that the matters under discussion are confidential and participants must not discuss or divulge any information related to the matter with any person not directly involved in the grievance resolution process.

The manager must also encourage all participants to access the Employee Assistance Program for any additional support they may need.

6.1 Manager's initial meeting with staff member with a grievance

The manager is to meet with the staff member who has a grievance (the grievant) within 24 hours of them raising the matter, or as soon as practical.

The purpose of the meeting is to clarify the grievant's concerns and desired outcomes.

At any time during this process and following consultation with the Workplace Conduct and Investigations Unit, the manager may determine:

the matter should be dealt with under a separate process, eg where discipline or work health and safety issues are identified, or

that the grievance is vexatious

and make the appropriate referrals.

Where the manager is of the view that the matter can be dealt with under the Grievance Resolution Procedure, they must inform the grievant that they will discuss the nature of the grievance and any relevant details with the staff member who is the subject of the grievance (the respondent) and, where necessary, any other relevant witnesses.

6.2 Meeting with respondent

The manager must then meet with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information.

The manager must inform the respondent that the manager may discuss the nature of the grievance with relevant witnesses.

6.3 Meeting with any witnesses

The manager may determine that discussions with any witnesses may assist them in the grievance resolution process. The manager must meet with witnesses as soon as practical.

The manager must not provide witnesses with any more information than they need in order to respond to matters requiring confirmation or clarification.

6.4 Concluding the grievance

Once the manager has gathered sufficient information on the matter, they are to convene a meeting with the parties directly involved.

The manager needs to set aside a reasonable period of time for the meeting (2 - 3 hours) and ensure any necessary arrangements are put in place to enable dedicated commitment to the process by all parties.

Depending on the circumstances, joint or separate meetings may be held with the grievant and the respondent. It is preferable that a joint meeting is held as lasting solutions are generally those that are generated collaboratively by the parties involved.

Outcomes can include:

the parties reach agreement

there is an improvement in the immediate circumstances that gave rise to the grievance

outstanding issues remain but the parties agree to disagree and continue to work in a professional manner, and/ or
there is no possible action that can be taken to resolve the matter but the parties accept this and the matter will not be discussed again.

If the grievance is not successfully resolved, the manager can refer the matter to a more senior manager and/ or seek advice and support from the Workplace Conduct and Investigations Unit.

In all cases, the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at WorkplaceConduct@transport.nsw.gov.au.

7. Action by Workplace Conduct and Investigations Unit

Where a grievance matter has been raised directly with, or referred to, the Workplace Conduct and Investigations Unit (WCIU) are to contact the parties involved, discuss the matter with them and assess the most appropriate action to be taken.

Actions may include one or more of the following:

a facilitated discussion (conducted by the WCIU or another nominated person)

mediation

development of a remedial action plan

referring the matter to be dealt with under a separate process, eg where discipline or work health and safety issues are identified, and/ or formal investigation, or

other appropriate action as determined by the WCIU.

8. Grievance Appeals

The grievant or respondent may lodge an appeal where they believe that the whole or part of the grievance resolution process did not comply with the requirements of this procedure.

The appeal must be lodged in writing to the Chief Executive, no later than 21 calendar days after the parties have been advised of the outcome.

The Chief Executive is to review the relevant documentation, take any further action they deem necessary and provide formal notification to the parties involved of their decision.

9. Supporting Documentation

Name of document	Location	Document Type
Workplace Professionalism and Conduct Policy	Intranet - HR Manual	Policy
Code of Conduct and Ethics	Intranet - HR Manual	Policy

SECTION C - GOVERNANCE

1. Roles and Responsibilities

Role	Description
Staff member, skill hire personnel and professional services contractor	Ensure all behaviour is in accordance with the RMS Code of Conduct and Ethics and this procedure. Commit to resolving work-related disputes or differences in a constructive, cooperative and timely manner.

Manager	Model appropriate behaviours in the workplace and undertake preventative measures in accordance with this procedure. Resolve workplace disputes and grievances in a fair and timely manner and in accordance with this procedure.
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2 Policy directory requirements

This Roads and Maritime Services Human Resources Manual policy is approved for use.

Date of approval: XXXXXXXXXXXX.

3 Evaluation and review

Review of this procedure is scheduled 2 years from the date of approval.

4 Further information

HR Advisory

Intranet: HR@RMS - 'Ask HR a question'

Email: tfnswhr@transport.nsw.gov.au

Phone: 1800 618 445

Workplace Conduct and Investigations Unit

Email: WorkplaceConduct@transport.nsw.gov.au

SECTION D - TOOLS

Grievance Resolution Flowchart

(please see file)

SECTION E - DOCUMENT CONTROL

Version control and change history

Version Number	Approval Date	Approved by	Amendment
01	9 August 2012	General Manager Human Resource Strategy	
01.1	9 January 2014	General Manager Human Resources	Updated to meet changes to the management of grievances by Transport Shared Services Workplace Conduct and Investigations Unit
02	9 July 2014	General Manager Human Resources	Updated in accordance with Roads and Maritime Services Consolidated Award 2014
03	14 March 2016	General Manager Human Resources	Updates for Equip implementation.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY BUS OPERATIONS ENTERPRISE (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(Case No. 379536 of 2017)

Before Chief Commissioner Kite

19 December 2017

AWARD

1. Title

This Award shall be known as the "State Transit Authority Bus Operations Enterprise (State) Award 2018" ("the Award").

2. Arrangement

Clause No.	Subject Matter
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PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4 "Employer" means the Secretary of the Department of Transport as head of the Transport Service.
- 3.5 "Employee" means a full time, part time, temporary or casual employee employed as a member of the Transport Service in the STA Group in a classification listed in Part B, Table 1 of this Award, and

includes a former classification previously abolished, but recognised for the purpose of clause 19 of this Award.

- 3.6 "O/MBSC" means Outer Metropolitan Bus Services Contract/s.
- 3.7 "Ordinary rates" shall mean the rates, which the employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.8 "Parties" mean the Employer, and the RTBU.
- 3.9 "RMS" means Roads and Maritime Service of New South Wales.
- 3.10 "RTBU" means the Australian Rail, Tram and Bus Industry Union (Bus and Tram Division) and a reference to "the Union" shall mean the RTBU.
- 3.11 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation 2012 as being part of the STA Group who are not part of the Transport Senior Service.
- 3.12 "State Transit" means the Employer.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the State Transit Authority Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "State Transit" refer to the business of the State Transit Authority of New South Wales rather than to the employer).

- 3.13 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

4. Anti-Discrimination

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 4.2 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.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 4.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 4.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 4.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

4.5 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.

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

4.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

5. Area, Incidence and Duration

5.1 This Award shall be binding on the Employer, the Australian Rail, Tram and Bus Industry Union and all employees whose classification is listed in Part B, Table 1 of this Award, and replaces in entirety, all previous Awards and Certified Agreements previously binding on the Parties. This award rescinds and replaces the State Transit Authority Bus Operations Enterprise (State) Award 2015.

5.2 This Award shall take effect on and from 1 January 2018 and shall remain in force until 31 December 2020.

6. No Extra Claims

6.1 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.

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

6.3 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 are not prohibited by this clause.

SECTION 2 - EMPLOYMENT RELATIONSHIP

7. Skills Competency

7.1 The Employer may direct an employee to carry out such duties where practical, as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

8. Recruitment and Full Time Employment

8.1 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who do not have an Heavy Rigid (HR) driver's licence will have to demonstrate that they have reached a proficiency rating of at least 80% of the RMS assessment for a HR licence before they may be offered a Traineeship or Bus Operator position with State Transit.

8.2 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who already hold a HR licence will have to demonstrate that they are competent to drive STA buses, as determined by STA, and RMS accredited staff, before they are offered a Bus Operator Traineeship or Bus Operator position with State Transit.

8.3 Any employee not being a Bus Operator specifically engaged as being a part-time, casual or temporary employee is for all purposes of this Award a full-time employee, unless otherwise specified by this Award.

9. Establishment of Additional Part Time and Casual Work

- 9.1 There shall be a limit of 22% of total Bus Operators at each Depot who may be engaged on arrangements other than full time i.e. Part-time or Casual Bus Operators.
- 9.2 Recruitment can be from existing full-time, temporary or casual employees and/or external applicants.

10. Job Share

- 10.1 The Parties agree to enable employees covered under this Award, to participate in job share arrangements where possible. The intention of the Parties is to improve employee retention rates by providing more flexible patterns of work through job share arrangements, with particular emphasis on:
- (a) employees contemplating a reduction in working hours prior to retirement; and
 - (b) employees needing to balance work commitments and family responsibilities.
- 10.2 Job share arrangements must be agreed to by the employees' manager and be documented in writing.
- 10.3 A Job Share arrangement will lapse in the event that either one of the participants returns to full time work, transfers to another line of work or position, or exits State Transit.

11. Casual Bus Operator

- 11.1 A casual bus operator is to be employed by the day.
- 11.2 A casual bus operator working ordinary time will be paid an hourly rate contained in Table 5. calculated on the basis of one thirty-eighth (1/38) of the weekly wages plus a casual loading of 20 per cent The loading constitutes part of the casual Bus Operator's all-purpose rate.
- 11.3 A casual Bus Operator will be employed for no more than six shifts per week.
- 11.4 A casual Bus Operator will be employed for no less than three hours and no greater than nine hours per day.
- 11.5 A casual Bus Operator's employment may be terminated with one hour's notice by either the employer or the Bus Operator.
- 11.6 A casual Bus Operator who attends duty as requested, and who is told upon such attendance that he/she is not required on that day shall be paid a minimum of three hours.
- 11.7 A casual Bus Operator will be utilised in the first instance, whenever practicable, to cover planned and unplanned absences of Part-time Bus Operators.

12. Permanent Part-Time Bus Operator

- 12.1 A permanent Part-time Bus Operator is a Bus Operator who:
- (i) works less than full-time hours of 38 per week; and
 - (ii) has reasonably predicted hours of work; and
 - (iii) receives on a pro rata basis, the equivalent pay and conditions of full-time employees of the same classification.
- 12.2 The Parties agree that Part-Time employees can be utilised to perform work in excess of their daily agreed hours if full time Bus Operators at the Depot are unavailable to undertake the work required to be performed to maintain service delivery on the day.

- 12.3 It is agreed that new employees offered part time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 12.4 For the purposes of this clause a shift will mean a single engagement on any day of the week excluding Sundays. There shall be at least ten hours break between the finishing of a shift and the commencement of another shift.
- 12.5 At the time of engagement, the employer and the regular part time Bus Operator will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Bus Operator will work and the actual starting and finishing time each day.
- 12.6 Any agreed variation to the regular pattern of work will be recorded in writing. Contract hours cannot be changed without the agreement of the employee concerned, except where new rosters are built to accommodate School Vacation times, Service Reviews etc. When this occurs, actual start and finish times of each shift and total hours of work for a day may be varied by up to 60 minutes at the discretion of the Employer. Where practicable, the employee is to be allocated shifts which have hours of work as near as possible to the employee's current contract of employment.
- 12.7 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 12.8 A Bus Operator who does not meet the definition of a part-time or temporary Bus Operator and who is not a full-time Bus Operator will be paid as a casual Bus Operator in accordance with clause 11.
- 12.9 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Award.
- 12.10 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greater.
- 12.11 Where the employer intends to reallocate or designate particular work to regular part-time employment, the employer shall give the employee a month's notice.
- 12.12 Four weeks notice is to be given to the local union representative, where it is the intention of the Manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time, issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at Branch Divisional level.
- 12.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

13. Temporary Bus Operator

- 13.1 A temporary Bus Operator is a Bus Operator, not being a permanent full-time, permanent regular part-time or casual Bus Operator, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- 13.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.
- 13.3 The ordinary hours for a part-time temporary Bus Operator shall not be less than three hours a day and may not exceed 38 hours per week.
- 13.4 A temporary full-time Bus Operator who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.

- 13.5 A temporary full-time Bus Operator who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours' pay.
- 13.6 A temporary full-time Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 13.7 A temporary part-time Bus Operator who attends for duty in accordance with instructions and is not required to perform duty on that day shall receive a minimum of three hours' pay or 5/9ths of the total shift, whichever is the greater.
- 13.8 Where the employer intends to employ a temporary Bus Operator the employer shall duly notify the Union.

14. Supervision of Special Events

- 14.1 Bus Operators Level 2 and above, and Bus Operator Trainees, with a minimum of 12 months experience in-service, may be required to undertake supervision and starting functions as contained in their relevant position descriptions.

SECTION 3 - WAGES AND RELATED MATTERS

15. Wages and Wage Increases

- 15.1 Subject to this clause, wage rates at Part B - Table 1 Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:
- (i) 2.5% from the first full pay period commencing on or after 1 January 2018;
 - (ii) 2.5% from the first full pay period commencing on or after 1 January 2019; and
 - (iii) 2.5% from the first full pay period commencing on or after 1 January 2020.
- 15.2 The wage increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.
- 15.3 Wages shall be paid fortnightly.
- 15.4 State Transit provides automatic payroll deductions from wages and transfers those monies to a range of financial institutions, health funds and insurers upon written authorisation from employees. This service is provided free of cost to the employee and State Transit agrees to continue to provide this service for the duration of this Award.

16. Rates of Pay for Bus Trainees

- 16.1 Employees who commence employment on a Bus Traineeship shall, following completion of their Traineeship, move to the rate of pay for a Bus Operator Level 2.
- 16.2 The classification of Bus Traineeship Level 1 and 2 shall cease to have effect for all Bus Operators Trainees who commence employment on or after 1 January 2012. These employees will commence under the new classification of 'Bus Operator Trainee'.

17. Income Protection

- 17.1 There will be no roster changes made solely for the purpose of reducing the take home pay of employees covered by this Award.

- 17.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year), below the average pay of each shift type, e.g.: AM, Day, Midday, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 17.3 Subclause 17.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example, closure of rail line, office vacation etc.
- 17.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the RTBU with a summary (the Annual Summary) of all rosters for employees covered under this Award, for all locations.
- 17.5 The Annual Summary will then be used as a baseline for the purpose of calculating the total impact on average take home pay of any shift changes which occur in the following twelve month period to 30 June.

18. Salary Sacrifice for Superannuation

- 18.1 Notwithstanding the wages prescribed in this Award, an employee, other than a temporary or casual, may elect, subject to the agreement of State Transit, to sacrifice a portion of the base wage payable under this Award to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 18.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (ii) subject to the State Transit's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 18.4 Where an employee elects to salary sacrifice in terms of sub-clause 18.3, State Transit will pay the sacrificed amount into the relevant superannuation fund.
- 18.5 Where the employee is a member of a superannuation scheme established under:
- (i) the *Superannuation Act 1916*;
 - (ii) the *State Authorities Superannuation Act 1987*;
 - (iii) the *State Authorities Non-contributory Superannuation Act 1987*; or

- (iv) the *First State Superannuation Act* 1992.

State Transit will ensure that the amount of any additional employer superannuation contributions specified in sub-clause 18.3 is included in the employee's superable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with State Transit to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 18.5, State Transit will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by State Transit may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

19. Salary Arrangements for Former Classifications

- 19.1 This clause deals with salary maintenance arrangements for the following employee classifications, which have been abolished:

- (i) Customer Service Co-ordinator Level 1 (CSC 1);
- (ii) Conductor;
- (iii) Airport Co-ordinator;
- (iv) Customer Service Liaison (Kiosk);
- (v) Customer Service Liaison (Explorer);
- (vi) Explorer Bus Operator.

- 19.2 The Employee classifications listed in sub clause 19.1 above will be paid in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.

- 19.3 The former classifications of Airport Bus Operator, Explorer Bus Operator and Peer Support Officer, will continue to be paid the Senior Bus Operator rate of pay, in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.

- 19.4 The parties acknowledge that Yard Supervisor and Senior Operator (Yard) positions have replaced Shed Driver and Bus Parker positions.

20. Career Paths

- 20.1 Where an employee covered under this Award takes up an Apprenticeship or Traineeship within State Transit, the employee will maintain their current rate of pay under this Award, until the pay rate in the new position has exceeded the afore-mentioned rate.

- 20.2 Employees who take an Apprenticeship or Traineeship and are subject to sub-clause 20.1 herein are to take the conditions of the relevant Award for the work performed.

- 20.3 State Transit will provide guidance to employees covered by this Award:

- (i) in the preparation of resumes, job applications and the interview process; and
- (ii) regarding career opportunities and professional development.

21. Acting Out of Classification

- 21.1 An employee engaged temporarily in a higher grade shall be paid the rate to which they would be entitled if they were appointed to that grade.
- 21.2 The conditions applying to the classification in which an employee acts shall be their conditions whilst so acting.
- 21.3 An employee who acts in a higher-grade position for a continuous period of 124 working days shall be paid at the higher rate for any period of annual leave falling within the same twelve-month period.

22. Excess Travelling Time

- 22.1 Employees covered under this Award when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.
- 22.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 22.1 of this clause.
- 22.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the employee is employed for the day.

23. Attending for Duty

- 23.1 "Commences Duty" means an employee has attended for duty as instructed, collected their journal and signed on at the Depot and where required, the Bus Operator Console (BOC) in accordance with the rostered commencement time.
- 23.2 An employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the employee personally that they were not required for duty.
- 23.3 An employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours pay.
- 23.4 An employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the employee shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 23.5 A casual employee who attends for duty as requested, and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 23.6 A permanent part-time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time employee commences duty and is subsequently advised that they are not required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.
- 23.7 A temporary part time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part time employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

24. Attending Court

- 24.1 An employee who has been notified to attend any court, as a witness for, or at the request of the employer or at the Coroner's Court in his/her official capacity in respect of the death of a person resulting from an accident involving an authority bus or other authority vehicle shall be treated in respect of payment for time occupied as follows:
- (i) unless the employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the employee reports as directed at the court or such other place as they may be instructed.
 - (ii) all time occupied from signing on until signing off at the employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
 - (iii) when the employee would have been employed in a higher grade, but for attending court, the employee is to be paid for under 24.1(i) at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which they are paid under 24.1(i)
 - (iv) where the employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.
 - (v) where employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.
 - (vi) where the employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance is to be paid in accordance with the current rates prescribed by NSW Premier's Department.

25. Making Reports

- 25.1 An employee shall be allowed fifteen minutes at ordinary rates for making an accident report in their own time.
- 25.2 Fifteen minutes shall be allowed for the completion of an accident report when the report is completed in the employer's time.
- 25.3 An employee shall be allowed five minutes at ordinary rates for each report made in their own time concerning any other matter except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the controlling officer, this allowance may be extended to 15 minutes.

26. Attending Office

- 26.1 An employee who is instructed to attend elsewhere to answer complaints, furnish reports, supply statements or affidavits or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill health or injury) shall be paid for the time occupied at ordinary rates.
- 26.2 The provisions of this clause do not apply to an employee attending to answer charges or reports of their own misconduct from which they are not subsequently exonerated or to tender an explanation of failure to attend for duty.
- 26.3 Where the employee attends and the distance travelled exceeds the distance from the employee's place of residence to the depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

SECTION 4 - HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK**27. Hours of Work**

- 27.1 Subject to the provisions of this clause, a Full Time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 27.2 Where, through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.
- 27.3 Employees on a Six Day Roster:
- 27.3.1 The provisions of this subclause apply to all full-time employees covered under this Award, except those covered under subclause 27.4.
- 27.3.2 Except as provided in 27.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.
- 27.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle, excluding Sunday. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 27.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 27.4 The provisions of this subclause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.
- 27.4.1 Except as provided in 27.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.
- 27.4.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 27.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight
- 27.5 Length of shift.
- The ordinary hours of duty on any shift shall be no greater than nine hours and no less than seven.
- 27.6 Length of shift - broken shifts.
- On any broken shift portion the ordinary hours of duty shall be no greater than five.
- 27.7 The maximum spread of hours on any broken shift shall be 12.
- 27.8 Interval between shifts.
- No employee shall be called upon to begin a new shift without having been off duty for at least ten consecutive hours, and no deduction of pay is to be made for ordinary time off duty occurring during this absence.
- 27.9 Hours of work before and after meal break - Straight and Broken shifts.
- 27.9.1 Straight shifts - where practicable a minimum of three hours shall be performed on either portion before or after meal relief.
- 27.9.2 Broken shifts - where practicable a minimum of three hours shall be performed on either portion of such shifts with no break without pay in a day's duty to be less than two hours.

- 27.10 "Penalty payments" - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.

28. Saturday and Sunday Time

- 28.1 Ordinary time worked on Saturdays shall be paid for at the rate of time and a half.
- 28.2 Time worked on Sundays will stand alone and shall be paid for at the rate of double time.
- 28.3 Notwithstanding anything provided for elsewhere in this Award, the employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

29. Contingent Arrangements for Major Incidents Affecting Services

- 29.1 Major Incident means an incident causing major disruptions to transport networks requiring multiple agency response including, for example:
- (a) natural disasters;
 - (b) bush fire emergencies;
 - (c) major rail and road disruption;
 - (d) civil disturbances.
- 29.2 In the event of a Major Incident, Bus Operators may be required to perform a scheduled run late, or be work altered by a supervisor where such alteration is likely to extend the sign off time by up to 30 minutes provided that such alterations shall not be made contrary to the Fatigue Management provisions of this Award.

30. Overtime

- 30.1 Subject to sub-clause 30.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 30.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise; and
 - (iv) any other relevant matter.
- 30.3 All time worked:
- (i) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
 - (ii) time worked in excess of 40 hours in any week when five shifts are worked; or
 - (iii) in excess of 32 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four week work cycle, shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.

- 30.4 An employee called upon to work overtime beyond the normal rostered shift after 11.30 pm and before 5.30 am shall, upon request, be provided by the employer with transport to or from the employee's place of residence.

31. Working of Voluntary Overtime

- 31.1 Subject to any statutory or regulatory limits on driving hours and clause 75 (Fatigue Management), a Bus Operator may work voluntary overtime.
- 31.2 Where voluntary overtime is worked on a Sunday and the shift is less than seven hours, the voluntary overtime will not attract shift build up time.
- 31.3 State Transit will establish a record book at each depot, in the Duty Office, for all permanent staff wishing to do additional duties/Voluntary Overtime on the day.
- 31.4 Should additional work be allocated, it is to be allocated to full-time staff in the first instance. If no full-time employee is available, then a part-time employee, and if no part-time employee is available, then casual employees may be allocated the additional duties.

32. Cancellation of Rostered Day Off

- 32.1 Subject to subclause 30.2, the employer may require an employee to work reasonable overtime on a rostered day off.
- 32.2 Wherever practicable, at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.
- 32.3 Provided that 48 hours notice is given by the employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 32.4.
- 32.4 When an employee works on their rostered day off and is not given another day off in lieu thereof in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or at the rate of time and a half for the first three hours and double time thereafter if any other day Monday to Friday.
- 32.5 Upon an employee becoming aware that they are required to work on their rostered day off, the employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 32.1 shall not apply.
- 32.6 An employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.
- 32.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 32.4 will not apply.

33. Time Off in Lieu of Payment for Overtime and Make Up Time

- 33.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 33.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.

- 33.3 The employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 30.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 33.4 The employer shall record time off in lieu arrangements for each time this provision is used.
- 33.5. Make up time.
- 33.5.1 An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Award.
- 33.5.2 An employee on shift work may elect, with the consent of their employer, to work make up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

34. Shift Penalties

- 34.1 All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:
- (i) Between a spread of 9.5 and 10.5 hours - time and a half
 - (ii) After 10.5 hours - double time.
- 34.2 All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.
- 34.3 For all time on duty between the hours of 5.00 pm and 7.00 am (other than on Saturdays, Sundays and public holidays) employees, except those employed on broken shifts, shall be paid 15% more than their ordinary rates. Provided that, subject to the exceptions specified above, any shift which finishes at or after 8.00pm shall be paid 15% more than ordinary rates for the whole of such shift. Calculations shall be made to the nearest quarter of an hour.
- 34.4 Employees required to perform duties in excess of their rostered work shall be paid at the rate of time and a half for such excess duties. Where an employee has completed the return loading from special and sports traffic and is required to operate a trip to another terminus before returning to the employee's home depot, such trip shall not be subject to the penalty rate prescribed in this sub-clause unless the employee is required to perform additional duty after the time at which the employee would arrive at their depot from the other terminus.
- 34.5 Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

35. Meal Breaks

- 35.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.
- 35.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.
- 35.3 Meal breaks shall be given where practicable in the order in which employees take up duty on the a.m. shifts and in the order in which they finish duty on the p.m. shifts.
- 35.4 Where the distance from the place of relief for meals to the employee's depot or meal room provided by the employer exceeds 90 metres, the employee's meal break shall be extended to cover the travelling time involved and the employee shall be paid for the actual time occupied in travelling from and to the relief point.
- 35.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.

- 35.6 Employees working broken shifts shall not be provided with time for a meal break.
- 35.7 A crib shall be taken in the employer's time and the minimum time to be rostered for a crib shall be 20 minutes.
- 35.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

SECTION 5 - ALLOWANCES

36. Uniform Allowance

- 36.1 All Bus Operator employees are required to wear the current approved State Transit bus operation uniform at all times whilst on duty.
- 36.2 All new Bus Operators, shall receive an initial issue of bus operation uniform at State Transit cost, as set out in Table 3, Part B, of this Award.
- 36.3 Subsequent to the initial issue, Bus Operators will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit bus operation uniform from approved supplier(s).
- 36.4 Following receipt of the initial new uniform, employees will have the option to receive half of the annual uniform allowance six months from the issue of the new uniform and the second portion of the allowance six months later.

37. Industry Allowance

- 37.1 Employees, other than Casual Employees, covered by this Award, shall be paid an Industry Allowance as set out in Part B, Item 1 of Table 2, of this Award, for compliance with the Disputes Settlement Procedure at clause 85 of this Award.
- 37.2 In accordance with the terms of the 1981 unregistered industrial agreement between the then Urban Transit Authority (a predecessor corporation to the Employer), the then Australian Tramways, Motor Omnibus Association (now the RTBU) and the then NSW Labour Council (now Unions NSW), the Employer reserves the right to review the payment of the Industry Allowance where the Disputes Settlement Procedure is not adhered to.
- 37.3 Permanent and temporary part-time employees covered by this Award, shall be paid the Industry Allowance on a pro rata basis, based on the proportion of full-time hours worked.
- 37.4 The Industry Allowance is paid for all purposes.

38. High Capacity Allowance

- 38.1 An employee who operates a vehicle with a licenced capacity of 80 or more passengers, excluding single deck rigid vehicles (High Capacity) , shall be paid an additional amount per shift, as set out in Part B, Item 2 of Table 2, of this Award.
- 38.2 An employee who operates a high capacity (a vehicle with a licenced capacity of 80 or more passengers, excluding single deck rigid vehicles) bus on 124 or more shifts in a twelve month period immediately prior to clearing paid leave, shall be paid the allowance set out in Part B, Item 2 of Table 2, of this Award, for the period of the paid leave.

SECTION 6 - ROSTERS AND RELATED MATTERS

39. Service Reliability

- 39.1 Parties are committed to provide commuters with reliable bus services, which operate on time, and meet State Transit's contractual obligations with Transport for New South Wales. Management and the local RTBU Delegate will continue to monitor early and late running time.
- 39.2 If particular trips regularly run late or early three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, Schedulers will review and make the necessary adjustments.
- 39.3 If any one shift regularly exceeds its scheduled rostered time three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, the shift will be adjusted to ensure it operates on time.
- 39.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with sub-clauses 39.2 and 39.3 herein.
- 39.5 Where it has been established that timetabled operating times are inappropriate, management will immediately take steps to address the problem. If it is identified that a service review is required, the review will commence within one month.
- 39.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Award, and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration.

40. Standing Time for Sydney

- 40.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Award.
- 40.2 Standing time is not granted for a service trip preceding a meal or sign off, including where special running is required to a location to commence such a meal break or effect such sign off.
- 40.3 Non-Critical Peak Periods.
- 40.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 40.3.2 Non-critical peak periods are all times outside the intent of clause 40.4 and Saturdays and Sundays.
- 40.4 Critical Peak Period Times - Monday To Friday.
- 40.4.1 A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and RTBU delegate.
- 40.5 Late Running.
- 40.5.1 Where late running occurs, the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 39.2 and 39.3 of this Award.

40.5.2 To ensure this Award does not impact on peak bus requirements, standing time may be transferred to another terminal, providing all standing time is cleared before the end of each shift portion.

40.6 Unaffected Routes.

40.6.1 The parties have documented bus routes operating along trunk/strategic routes and times that are to be excluded from the above criteria.

41. Rosters

41.1 All timetabled in service duty to be performed by Employees covered under this Award shall be rostered.

41.2 The parties agree to the abolition of the Bus Operators roster known as the Holiday Relief In its place additional relief lines will be allocated according to the shift type (AM, brokens, Day, Middy and PM rosters) as well as a Daily Allocation Roster (DAR).

(i) In an effort to allocate staff on these relief lines, work of a similar kind, the annual leave allocation for Bus Operators will be as far as practicable and subject to operational requirements, be based and allocated on the above mentioned shift types.

(ii) It is acknowledged by the parties that due to roster variances including bus operators transferring between shift types throughout the year, and operational requirements, it will not always be possible to guarantee bus operators on the relief lines with shifts of a similar type.

(iii) Bus Operators appointed to the DAR roster must have at least 12 months experience with State Transit to be appointed to this roster. The number of lines that are apportioned to this roster will be determined by State Transit.

41.3 Employees shall be rostered off on two clear days in each rostered week.

41.4 Employees shall sign off at the depots at which they signed on, except where an Employee and the Employer agree to other arrangements.

41.5 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.

41.6 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 41.9 and 41.19.

41.7 Rosters for special fixtures or special events, such as the Royal Easter Show, Race Meetings and Public Holidays shall be posted at the Depot/s at least six days prior to the fixture or the event.

41.8 For the purposes of subclause 41.7, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.

41.9 Where duty rosters for new services, or new timetables or alterations to existing rosters and/or timetables which necessitate roster adjustments of greater than 12.5% of the duty roster schedules are required, the adjusted duty roster shall be posted at the Depot/s at least 28 days in advance of the introduction of the adjustments.

41.10 Where, because of an emergency, the employer cannot post the duty roster within the required 28 days it shall notify the employees and the Union.

41.11 This clause shall not apply to school specials or charter hiring.

41.12 No alteration shall be made to the work of any employee covered under this Award, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an employee, attendance of an

employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has two days off together, they may be advised of any alteration of their work on the first of their days off.

- 41.13 The provisions of this clause shall not apply in circumstances which could not be anticipated, such as the postponement of a sporting fixture to a date within three days of the original fixture, cancellation of sporting fixtures, hiring or specials, alterations of commencing and finishing times of race meetings.
- 41.14 No employee shall be called upon to work a broken shift on a Sunday. Employees may be called upon to work a broken shift on a Saturday or Public Holiday for the provision of services for sporting events.
- 41.15 In the event of an employee applying for leave on a Public Holiday and such leave is granted, the employee shall not be required to work on that Public Holiday.
- 41.16 Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.
- 41.17 Employees, other than those on probation, will in the first instance not be subject to formal discipline for being late on duty. Management will encourage employees to commence late with advice rather than not attending for duty.
- 41.18 Employees arriving late for duty shall be allowed, where practical to do so, the opportunity to take up their rostered shift with the time actually lost to be deducted from the day's rostered hours. Where it is not practical to do so and the late employee is provided with another shift, they shall be deducted only for the actual time lost.
- 41.19 Except for emergency spare shifts and special fixtures, the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts. However, the approximate finishing times shall be shown in respect of special fixtures.

42. Daily Maintenance of Rosters

- 42.1 All timetabled work is to be rostered: all known work associated with passenger timetables, including the driving portions of exclusive shifts, is to be rostered. Where work is not associated with passenger timetables the coverage of such shifts/work will be at the discretion of local management except for the following:
- 42.1.1 Union and Institute Secretary Shift:
- (a) bus driving portion of shift is to be covered.
 - (b) Where it is known in advance the union/institute shift will be vacant, the total shift is to be covered. Where it is not known in advance, the union, institute and part shed (non parking) portions on the first day may not be covered with subsequent days to be covered.
- 42.1.2 Yard Supervisors: all full shifts are to be covered.

43. Roster Committees

- 43.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 43.2 A timetable review will, for the purpose of this clause, be defined as one where there is more than a 12.5% change of total timetabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that State Transit needs to adjust timetables due to changes arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultation with the RTBU will occur as soon as information is presented.

- 43.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location.
- 43.4 Before week one, as defined in 44.4(i) below, Roster Committees are to gather information about bus routes that may have:
- (a) insufficient operating time allocated;
 - (b) too much operating time allocated;
 - (c) too many or too few buses to meet the patronage demand; or
 - (d) gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.
- 43.5 Following the process outlined in 43.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 43.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

44. Roster Changes

- 44.1 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 44.2 Subject to Clause 17 (Income Protection), it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Award prescriptions and Transport for NSW requirements and any relevant Act or Regulation.
- 44.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 44.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:
- (i) in week 1 - new duty and period roster is posted. During this week, individual roster committee members will be released for one shift to assist management in addressing roster concerns;
 - (ii) in week 2 - Scheduler is to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters; and
 - (iii) in week 3 - rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).
- 44.5 Rosters will be worked where they comply with this Award and Transport for NSW requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

45. Training Rosters

- 45.1 Training Roster means an introductory roster designed for new Bus Operators which includes a variety of shifts arranged in a regular pattern designed to introduce new Bus Operators to shift work and particular routes while minimising the variance in daily hours of work.
- 45.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. Mona Vale, North Sydney and Belmont, it is recognised by the Parties that it may not be practicable to construct stand alone

Training Rosters in accordance with this clause. In such circumstances, Training Rosters may be regionally based.

- 45.3 In constructing Training Rosters, priority will be given to providing a selection of shifts which, as far as practicable:
- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarisation period and subsequent placement on the holiday relief roster and, upon application, to depot rosters;
 - (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and State Transit's contractual obligations under the O/MBSCs.
- 45.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.
- 45.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on a line of work outside the Training Roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Bus Operator Trainers.

46. New Year's Eve Rostering Arrangements

- 46.1 Due to New Year's Eve celebrations, State Transit increases the number of staff required to work through the night and early hours of New Year's Day. The Parties agree to working driving shifts up to twelve hours on a volunteer basis. All shifts that sign on, on New Year's Eve and sign off after 2.30 am on New Year's day will have paid meal breaks (cribs). All shifts that commence duty on New Year's Eve and work into New Year's Day will be paid at double time for the New Year's day portion of the shift, unless the Government of the time enters into a separate agreement for New Year's Eve.

47. Exclusive Shifts

- 47.1 It is agreed that the following Exclusive shifts will continue for the duration of this Award in accordance with Part B, Table 6 of this Award:
- (i) Union shift;
 - (ii) Institute shift;
 - (iii) Yard Supervisor shift;
 - (iv) Sign On shift, some depots only (while the current incumbent remains);
 - (v) Welfare Shift, Burwood Depot (while the current incumbent remains) 4h 30m;
 - (vi) Senior Bus Operator Yard Shift;
 - (vii) Gym Attendant Shift (Waverley only).
- 47.2 Where an Exclusive Shift has been created to accommodate an individual or class of Employees whose position has been abolished, the Exclusive Shift shall cease to operate when the affected Employee/s cease to be employed by the Employer or the Employee transfers or moves to another position.

48. Route Networking

- 48.1 The Parties agree to work together on the development and implementation of "through routing" on services and cross regional services where appropriate. Changes are to be based on total network basis rather than depot focused.

49. Regionally Optimised Timetabling

- 49.1 In line with the contracts worked under the O/MBSC system, timetables associated with route networks will be optimised to realise maximum scheduling efficiency within the nominated contract region (rather than on a depot by depot basis).
- 49.2 Where scheduling efficiencies can be achieved involving cashless services, the Parties agree to explore options to enable Bus Operators to sign on and off at a location other than a depot, such as major termini.
- 49.3 This clause stands alone and shall not be construed as limiting the provisions of the preceding clause 48 (Route Networking).

50. Special Hirings

- 50.1 Rosters may be varied to provide for special hirings by agreement between the majority of employees and employer. If the employee/s is/are a member of the union, the union shall be informed of the intention to use this provision and shall be given a reasonable opportunity to negotiate with the employer.

51. Charter Work

- 51.1 The maximum shift portions on Charter Work are to be of five hours duration, with extended standing time to be a paid break, and treated for all purposes as crib time. Such crib time is to be of 30 minutes duration.
- 51.2 Timetabled peak work may be included in shifts. Where the total timetabled roadwork is to be in excess of eight and a half hours in a given shift, the circumstances are to be discussed with RTBU.
- 51.3 Wherever possible, an unpaid meal break will be provided. However, where a continuous charter involves a full shift, 30-minute crib time is to apply.
- 51.4 Penalty rates to be as provided in this Award.

52. Sign on and Sign Off Times

- 52.1 Meal break times and signing on and off allowances listed in Part B, Table 4 of this Award shall apply to Sydney. The allowances listed in Part B, Table 4, apply to all shifts unless otherwise shown.
- 52.2 Meal break times and signing on and off allowance listed in Part B, Table 5 of this Award shall apply to Newcastle. The allowances listed in Part B, Table 5 apply to all shifts unless otherwise shown.

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

54. Annual Leave

- 54.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944* (NSW).
- 54.2 At least 75% of each group of employees shall be given not less than two months' notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.
- 54.3 Payment for all leave due to an employee who resigns, retires, dies or is dismissed shall be made as follows:
- (i) in the case of retirement, resignation or dismissal - to the employee;
 - (ii) in the case of death - to the employee's widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.

- 54.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 54.5 Any employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.
- 54.6 Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

55. Long Service Leave

- 55.1 Extended leave (Long Service) for Employees will accrue and be granted in accordance with section 68Q of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 or succeeding Act
- 55.2 It is agreed that all employees covered by this Award can access and take long service leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).
- 55.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Award.
- 55.4 The calculation of the days will be on a Monday to Friday basis.

56. Personal/Carer's Leave Entitlement

- 56.1 An employee accrues the following amount of paid personal/carer's leave:
- (a) during an employee's first five years of service - 10 working days per year;
 - (b) during an employee's sixth and seventh years of service - 12 working days per year; and
 - (c) for an employee's further years of service - 17 working days per year.
- 56.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 56.3 Immediate family or household: the entitlement to use bereavement/ compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the employee's family; or a member of the employee's household. The term immediate family includes:
- 56.3.1 a spouse of the employee; or
 - 56.3.2 a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - 56.3.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - 56.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee 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 the other; and
- c. "household" means a family group living in the same domestic dwelling.

56.4 Notice Requirement of Non Attendance Relating to Personal/Carer's Leave: employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

57. Personal Sick Leave

57.1 There is absolutely no intention by the Parties to target or place pressure on employees who are in genuine need of sick leave.

57.2 An employee accrues the following amount of paid leave for absence due to personal illness or injury:

- (a) during an employee's first five years of service - 8 working days per year;
- (b) during an employee's sixth and seventh years of service - 10 working days per year; and
- (c) during an employee's further years of service - 15 working days per year.

57.3 Leave taken by an employee under sub-clause 57.2 is deducted from the amount of personal/carer's leave under sub-clause 56.1

57.4 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

- (i) the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- (ii) the current year's personal/carer's leave entitlement.

57.5 Sick leave entitlements which have not been cleared as at the end of each year shall accumulate on the following scale: the balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:

- (a) 8 working days per year for up to five years' service;
- (b) 10 working days per year from five to seven years service; and
- (c) 15 working days per year for over seven years service.

58. Personal Carers' Leave

58.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

58.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

58.3 The employee must, if required by the employer, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and, that the illness is such as to require care by

another. Provided that, a medical certificate will be required to support any Carer's leave in excess of five days per annum, unless otherwise approved by the employee's manager.

- 58.4 In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 58.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 58.6 Each day or part day of carer's leave taken in accordance with sub-clause 58.1 is to be deducted from the quantum of personal/carer's leave provided in sub-clause 57.1 up to a maximum of ten days per annum.
- 58.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken ten days carer's leave in the current year.
- 58.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

59. Bereavement/Compassionate Leave

- 59.1 An employee is entitled to up to two days paid leave, on each occasion if a member of the employee's immediate family or household dies.
- 59.2 Each day or part of a day used under 59.1 is deducted from the amount of personal/carer's leave under sub-clause 56.1.
- 59.3 An employee is entitled to use accumulated sick leave as paid bereavement/ compassionate leave up to two days on each occasion when a member of the employee's immediate family or household dies and the employee has already used the current year's personal/carer's leave entitlement under sub-clause 56.1.
- 59.4 An employee is entitled to use unpaid leave up to two days on each occasion when a member of the employee's immediate family or household dies if, the employee has already used the current year's personal/carer's entitlement under sub-clause 56.1 and no accumulated sick leave is available.
- 59.5 Proof of death must be provided to the satisfaction of the employer, if requested.

60. Purchased Leave for Personal or Family Needs

- 60.1 The personal and family leave scheme is voluntary and available to all permanent employees covered by this Award who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.
- 60.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.
- 60.3 All leave entitlements which accrue during an employee's participation in this scheme are unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.
- 60.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 60.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding twelve-month period to pay for their personal and family leave. Money deducted will be

ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.

- 60.6 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the employee's participation in the personal and family leave scheme.
- 60.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Award.
- 60.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.
- 60.9 The definition of a week is Monday to Friday.
- 60.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 60.11 Employees will retain home and duty passes and other privilege passes.

61. Paid Maternity Leave

- 61.1 A female permanent employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parental Leave Procedure.
- 61.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 61.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 61.4 An employee is entitled to a maximum of twelve weeks paid maternity leave at the base rate. The paid leave can be taken:
 - (i) in a lump sum payment at the commencement of maternity leave or;
 - (ii) as full pay on a fortnightly basis while on maternity leave or;
 - (iii) as half pay on a fortnightly basis while on maternity leave or;
 - (iv) in any combination of the above options.
- 61.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
 - (i) as full pay on a fortnightly basis while on maternity leave or;
 - (ii) as half pay on a fortnightly basis while on maternity leave or;
 - (iii) in any combination of the above options
- 61.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 61.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 61.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 61.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during

the period of maternity leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

- 61.10 An employee, with the agreement of the employer, shall be granted an extension to maternity leave beyond 52 weeks from the date of birth.
- 61.11 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 61.12 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

62. Parental Leave

- 62.1 An employee, including a casual employee who has had at least twelve months continuous service, is entitled to parental leave in accordance with this clause and with State Transit's Parental Leave Procedure. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 62.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.
- 62.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 62.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 62.5 Parental Leave is unpaid leave and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 62.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- 62.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 62.8 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the employee's position has ceased to exist during the period of parental leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

63. Adoption Leave

- 63.1 Permanent employees are entitled to paid adoption leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 63.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child. Employees will be entitled to a maximum of twelve weeks paid adoption leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of adoption leave or;
 - (ii) as full pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.

- 63.3 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis whilst on adoption leave or;
 - (ii) as half pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 63.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 63.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 63.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 63.7 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- 63.8 An employee, with the agreement of the employer, shall be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child.
- 63.9 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 63.10 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

64. Domestic Violence Leave

- 64.1 Employees shall be entitled to Domestic Violence Leave in accordance to the Employer's Domestic Violence Leave policy.
- 64.2 Leave entitlements provided for in subclauses 57.2 (Personal Sick Leave) and 58.1 (Personal Carer's Leave) and Clause 54 (Annual Leave), may be used by employees experiencing domestic violence.
- 64.3 Where the leave entitlements referred to in sub clause 64.2 above are exhausted, the employer may grant Special Leave up to five (5) days.
- 64.4 The Employer will need to be satisfied, on reasonable grounds that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 64.5 Personal information concerning domestic violence will be kept confidential by the Employer.
- 64.6 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location."

65. Career Break

- 65.1 A permanent employee who has been continuously employed with State Transit for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 65.2 The terms and conditions under which an employee may take a career break are as follows:

- (i) The minimum period for a career break is six months. The maximum period for a career break is 12 months.
- (ii) An employee must provide three months notice of a request to take a career break.
- (iii) An employee who takes a career break must utilise any accrued annual leave as part of this break.
- (iv) Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- (v) At the commencement of the career break, employees must return their staff travel pass.
- (vi) At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- (vii) Where there is no position immediately available at the same grade, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- (viii) Applications for career breaks will be approved at State Transit's discretion.

66. Public Holidays

- 66.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are proclaimed, shall be recognised as Public Holidays, in addition to:
- (i) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
 - (ii) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.
- 66.2 Payment and processing of payment for Public Holidays will be in accordance with State Transit Payroll Reference Manual and clauses 67 to 69 regarding rates of pay.

67. Work on a Public Holiday

- 67.1 An employee required to work on a Public Holiday which falls on Monday to Friday shift shall be paid at time and one half for all time worked on the Public Holiday. All time worked on a Public Holiday which falls on a Saturday shall be paid at the rate of double time.
- 67.2 In addition to the penalty rate prescribed in 67.1 above, an employee who works on a Public Holiday will also be entitled to a payment equivalent to the ordinary hours, which the employee actually works on the Public Holiday, up to a maximum of 7.6 hours (the "Additional Payment"). Employees who work less than 7.6 hours per day will be entitled to the Additional Payment on a pro rata basis.
- 67.3 A full-time employee who ordinarily works on a day on which a Public Holiday is proclaimed, but is rostered off, will be entitled to the Additional Payment based on the ordinary hours, which the Employee would have worked, but for the rostered day off, up to a maximum of 7.6 hours.
- 67.4 To avoid doubt, the Additional Payment referred to in 67.2 above, will be paid out when the Public Holiday falls.

68. Concessional Day (Substitute Bank Holiday)

- 68.1 Employees covered under this Award shall be entitled to a Concessional Day in substitution of the Bank Holiday, to be observed on New Year's Eve, provided that:

- (i) where New Year's Eve falls on a Sunday, the Concessional Day shall be moved to the Friday immediately preceding New Year's Eve; and
- (ii) an Employee required to work on the Concessional Day shall be paid a maximum of double time for ordinary hours worked, and shall not accrue a day off in lieu of the Concessional day worked or be entitled to an additional payment of 7.6 hours ordinary pay.

69. Picnic Day

- 69.1 It is agreed that the Union will nominate a Sunday in each calendar year for the purpose of the Picnic Day. All Employees covered under this Award, other than Casual Employees, shall be entitled to the Picnic Day entitlement.
- 69.2 Employees rostered off on the Picnic Day shall be paid 7.6 hours pay at ordinary time rates.
- 69.3 An employee rostered to work on the Picnic Day shall be paid an additional 7.6 hours ordinary time pay.

70. Jury Service Leave

70.1 Entitlement

- 70.1.1 Employees covered under this Award who are called for Jury Service are eligible to receive Special Leave for the time they are at court. Employees receive a jury fee from the court and the Employer will "make up" the difference between the court fee and the Employee's ordinary rate of pay. Ordinary rate of pay excludes overtime and penalties.
- 70.1.2 Special Leave will not be granted when the Jury Service falls on days when an Employee is on leave. When Employees attend Jury Service under such circumstances, they can retain the court fees.
- 70.1.3 If the Jury Service falls on a day on which a shiftwork employee would not ordinarily be rostered for duty, the Employee will be provided with the opportunity to request a change to their rostered shift, to enable them to receive payment for their service on the jury, and allow them to retain their days off for recreation purposes.

70.2 Requirements for Payment

- 70.2.1 Employees covered under this Award are to advise the Court that they are not Public Servants for the purpose of the Crown Employees Award and, are therefore eligible to receive the court fee.
- 70.2.2 The Employee must claim from the Sheriff or the Registrar of the Court, payment of the jury fee plus travelling allowance, if appropriate. Employees must notify their supervisor of the dates they have been summoned to attend jury service immediately on receiving the summons.
- 70.2.3 Employees selected to sit on a jury must apply for Special Leave and nominate the dates they will be required to be off duty.
- 70.2.4 After taking leave to attend jury service, Employees must submit a certificate of attendance, detailing the days attended and the court fee received.

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

71. Workplace Health and Safety Training

- 71.1 State Transit will determine the standards and requirements of training for employees, in consultation with the RTBU. Every employee will have the opportunity to attend a minimum of two hours paid awareness WHS training each calendar year.

72. Alcohol and Other Drugs

- 72.1 The Parties recognise the legislative obligations on State Transit to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of the legislation relating to random drug and alcohol testing and the internal programs that are in place.

73. Certificate Iii in Driving Operations (Bus)

- 73.1 State Transit is committed to offer the Certificate III in Driving Operations (Bus) ("Certificate III") to new Bus Operators whose hours of work meet the criteria as set by the Department of Education and Communities. However, in the event that State and/or Commonwealth Government funding for the traineeship is withdrawn or reduced, consideration will be given to reviewing State Transit's commitment to the program.
- 73.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.
- 73.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.
- 73.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.
- 73.5 State Transit will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Award. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

74. Driver Skills Maintenance Program

- 74.1 The bus Driving Skills Maintenance Program will continue for the term of this Award. Bus Operators may be required to attend a Bus Driving Skills Maintenance Program.
- 74.2 The purpose of this program is to ensure that Bus Operators' driving skills and knowledge are maintained to State Transit's and relevant legislative standards for driving and operating buses.
- 74.3 Vigil Systems technology may be utilised to assist in the skills maintenance program. Vigil Systems technology may be utilised throughout periods when a bus is in service.
- 74.4 All Bus Operators will be required to attend one day training every two years. The purpose of the program will be, but not limited to provide:
- (i) updates on Australian Road Rules and other information relating to driving and operating buses; and
 - (ii) practical refresher skills in operating buses including personal safety strategies.
- 74.5 Should a Bus Operator require further operational training, this will occur on a one to one basis.
- 74.6 Changes to the content of the Driving Skills Maintenance Program as outlined in this clause will be subject to consultation with the RTBU.

75. Fatigue Management

- 75.1 Fatigue management principles apply to all employees covered by this Award.
- 75.2 No employee will be permitted to work more than 12 hours in any 24-hour period.
- 75.3 An employee must have a total of 12 hours rest in every 24-hour period, of which 10 hours must be consecutive between shifts.

- 75.4 No employee will work more than 24 days in a 28-day period.
- 75.5 No employee will work more than 12 days straight.
- 75.6 A 24-hour period commences from the time of the first sign on.
- 75.7 No employee will work or be required to work more than five hours straight without a break.

SECTION 9 - GENERAL

76. Continuity of Service (on Transfer of Business)

- 76.1 This clause applies for the purpose of determining a transferred employee's entitlements as an employee of the new employer under an Industrial Instrument or the Industrial Relations legislation.
- 76.2 For the purpose of determining those entitlements:
- (i) the continuity of the employee's contract of employment is taken not to have been broken by the transfer of the business, and
 - (ii) a period of service with the former employer (including service before the commencement of this Award) is taken to be a period of service with the new employer.

77. Abandonment of Service

- 77.1 Where an employee, within the period of 28 days from last day of attendance, fails to establish to the satisfaction of State Transit, that their absence was due to a reasonable cause, he/she will be deemed to have abandoned his/her employment.
- 77.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by State Transit:
- (i) the Employer will forward a letter (the First Letter) to the last known home address of the Employee requesting the Employee, to contact the Employer within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
 - (ii) where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence;
 - (iii) where the Employee fails to acknowledge the First Letter, or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven days of service of the Second Letter.
- 77.3 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.
- 77.4 For the purpose of this clause, service of the First Letter and/or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

78. Quality Certification

- 78.1 The Parties agree to work together to maintain quality certification.

79. Absence Management Procedures

79.1 Commitment to Reduction in Sick Leave Levels.

79.1.1 The Parties to this Award are committed to ensuring State Transit, as a business remains, competitive and is positioned to secure future contracts for bus services by achieving industry best practice in a range of areas. One such area is the need to reduce the costs associated with unacceptable average sick leave levels.

79.1.2 To ensure that sick leave levels are reduced to an average of nine days per annum or less, the Parties have agreed to implement stringent procedures for the management of employee absence relating to personal illness and injury.

79.1.3 It is accepted that the following provisions will place the Parties to this Award, including all Employees covered by the Award, under strict obligations to effectively manage employee absence in order to achieve the targeted reduction in sick leave. To that end, the RTBU and its Officers will work co-operatively with State Transit and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.

79.2 Review Mechanisms.

79.2.1 State Transit and the RTBU will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

79.2.2 State Transit and the RTBU will undertake a full review of the success of the procedures throughout the life of this Award.

79.2.3 If the Target has not been achieved, State Transit and the RTBU will work together to identify any additional measures which may be necessary to achieve the Target, and the Award will be varied to accommodate any additional measures to achieve the Target.

79.2.4 If following review, the Target has not been achieved, State Transit and the RTBU will determine other measures to be included in the next Award, in order to achieve the Target.

79.3 Medical Examination, the Role of the State Transit Health Services Officers and Employee Obligations.

79.3.1 An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by a State Transit Health Services Officer (HSO), on the first or any subsequent day of the unplanned absence. The HSO will discuss with the employee, the circumstances of the unplanned absence including appropriate medical referrals and likely date of return to work.

79.3.2 If the employee cannot be contacted by the HSO, the employee will be required to provide an explanation regarding why they were unable to be contacted. Where no satisfactory explanation is provided, paid leave will not be approved and disciplinary action may be commenced against the employee for unauthorised absence.

79.3.3 If directed by State Transit, an employee must attend an examination by a State Transit Nominated Doctor (State Transit Doctor) located within a reasonable travelling distance from the employee's home, at any time. A State Transit Doctor may include a specialist. This may occur where:

- (i) an employee has an unplanned absence arising from a personal illness or injury;
- (ii) the employee has been placed on an absence management program; and/or
- (iii) there are reasonable grounds to doubt the genuineness of the absence where it relates to personal illness or injury.

79.3.4 Where an employee is required to attend a State Transit Doctor for medical examination, the State Transit Doctor will determine whether or not the employee is fit for their normal duties.

79.3.5 Where a State Transit Doctor examines an employee and determines that the employee is fit for their normal duties, no paid leave will be payable and the employee may be directed by State Transit to attend for work.

79.3.6 Where an employee who has been directed to attend for work following examination by a State Transit Doctor, fails to do so, the employee will:

- (i) have any paid leave withheld;
- (ii) be considered to be on unapproved leave until any relevant medical reports have been considered; and
- (iii) may be subject to disciplinary action.

79.4 Managing Employees with Unacceptable Attendance Patterns - Absence Management Programs.

79.4.1 An employee with an unacceptable attendance pattern may be placed on an Absence Management Program (AMP). In administering AMPs, there is absolutely no intention by State Transit to place undue pressure on any employee in genuine need of sick leave.

79.4.2 Unacceptable Attendance Pattern means any pattern of unplanned absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

- (i) failure to comply with any aspect of State Transit's sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
- (ii) failure to produce a medical certificate or other satisfactory evidence to support an unplanned absence where the employee was under an obligation to do so.

79.4.3 The following are provided as examples of attendance patterns which would require review by management and which may result in an Employee being placed on an Absence Management Program:

- (i) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (ii) high number of one to two day unplanned absences, particularly for different reasons;
- (iii) a pattern of unplanned sick leave immediately following or preceding RDO's, ADO's, public holidays or annual leave;
- (iv) unplanned absence on a day, which an employee sought as a day off, but which was not approved;
- (v) unplanned absences on special events;
- (vi) four or more absences (particularly single day absences), in a four month period.

79.4.4 State Transit's Sick Leave Policy and Procedure may be varied to give effect to the provisions of this clause.

79.5 Absence Management Program Step 1 - Preliminary Discussion.

79.5.1 The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.

79.5.2 If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

79.6 Absence Management Program Step 2 - Placement on a Program.

Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:

- (i) all unplanned absences due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
- (ii) regular review meetings between the manager and employee as required;
- (iii) any unplanned absence will require approval and, until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
- (iv) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (v) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

79.7 Step 3

Where an employee's attendance pattern remains unacceptable, following implementation of Steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

79.8 Continuous Review.

79.8.1 An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program at any time, following demonstrated improvement in their attendance pattern.

79.8.2 Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program.

80. Patterns of Work and Productivity

80.1 The Parties are committed to the implementation of flexible working arrangements whilst at the same time continuing to review existing working arrangements with the object of implementing further flexible systems of work that more effectively meet the needs of State Transit and its employees.

- 80.2 Provided the processes have been followed and buses still need to be staffed, depot administration/management staff may operate buses in service.

81. New Technology

- 81.1 The Parties to this Award will jointly examine and discuss prior to implementation, all proposals regarding the introduction of new technologies into State Transit. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.
- 81.2 Where the introduction of this technology impacts on existing positions, then appropriate job redesign and retraining will be discussed.

82. Smart Card/Integrated Ticketing

- 82.1 State Transit, through Transport NSW's Integrated Ticketing Project, will be replacing the current magnetic ticketing system and related equipment, with a smart card based ticketing technology on to its bus fleet. The change may also involve changes to the way passengers board and alight, include an automatic vehicle location system. The Parties agree to work co-operatively to implement the integrated ticketing project.

83. Centre and Rear Door Loading for Cashless Services

- 83.1 State Transit is committed to minimising cash sales on buses through pre pay services and, in the future, through integrated ticketing.
- 83.2 Where determined by State Transit, Bus Operators may be required to permit passengers with pre purchased tickets or smartcards, to board buses via the front and rear doors.
- 83.3 Prior to implementation of this initiative, State Transit will consult with the Union and employees to ensure safe working of passenger loading.

84. Termination of Employment

- 84.1 Where termination is initiated by the Employer, the employer must give the employee notice in accordance with the following table:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 84.1.1 The Periods of Notice prescribed above, will be increased by one week if the employee:

- (i) is over 45 years old; and
- (ii) has completed at least two years of continuous service with the employer.

- 84.2 Instead of notice, the employer may give the employee compensation, which must equal the total of all amounts that the employer would have become liable to pay if the employee's employment had continued until the end of the required period of notice.

- 84.2.1 This total must be worked out on the basis of:

- (i) the employee's ordinary hours of work (even if they are not standard hours); and
- (ii) the amounts payable to the employee in respect of those hours, including (for example) loadings, allowances and penalties.

84.3 Notwithstanding the notice provisions prescribed in 84.1 to 84.2 above, the Employer is not obliged to provide any notice of termination in circumstances where the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice.

84.4 Employees to return all State Transit property.

Any Employee covered under this Award whose employment with the Employer ceases, whether at the initiative of the Employer or the Employee, must return all property belonging to the Employer, on the Employee's last day of service.

SECTION 10 - INDUSTRIAL RELATIONS

85. Disputes Settlement Procedure

85.1 When the Parties to this Award are in dispute with either the Union or Employer over any issue that directly affects the interests of any of the Parties, the dispute will be dealt with in accordance with this clause.

85.2 In the first instance, any grievance, which is local in nature, and which will not impact on other locations, should be settled at the workplace between the employee and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.

85.3 If the grievance cannot be resolved as provided for in 85.2 the local delegate or employee is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the local union/s delegate/s or employee as soon as practicable.

85.4 If the dispute is not resolved as provided for in 85.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate Executive Director, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.

85.5 Nothing in 85.3 or 85.4 prevents the appropriate Manager or Executive Director agreeing (either because the issue is of State Transit-wide significance, involves the interpretation of a policy or Industrial Instrument, or for some other reason) with an employee, a union delegate, or a union official, to refer the matter for resolution to the Senior Workplace Relations Consultant, in conjunction with the employee involved, or a union delegate or union official.

85.6 If, following action under 85.2, 85.3, 85.4 or 85.5 a dispute remains unresolved, the employee, a Union Delegate, or the Workplace Relations Manager may refer the matter for resolution to the Executive Director People & Culture (or, at the discretion of the Executive Director People & Culture, or the Chief Executive) and an official nominated by the union.

85.7 If, following action under 85.2 to 85.6 inclusive, the dispute remains unresolved, State Transit or the union must refer the dispute to Unions New South Wales (advice to be provided to other party) following which a 72 hours cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.

85.8 If a dispute referred to Unions NSW under 85.7 remains unresolved, following that reference and the giving of assistance by Unions NSW, either State Transit or the relevant Union/s may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation and, if necessary, arbitration.

85.9 The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the employee or Union involved, any individual step in the process should, as a general rule, take no more than five working days to complete; and that in the case of each step, attempts should be made to hold discussions within two working days of commencing the step.

- 85.10 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause, is not further referred by either State Transit, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 85.11 Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant Industrial Tribunal for urgent resolution.
- 85.12 Subject to subclause 85.14, while a dispute is being dealt with under one of the preceding paragraphs in this clause, work must continue without disruption. Work practices, which existed prior to the dispute, shall apply, except where it involves the application of provisions in the Award.
- 85.13 The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.
- 85.14 Stoppages directed by Unions NSW and generally applying in industry are exempt from this procedure.
- 85.15 A dispute relating to clause 15 shall be determined pursuant to cl. 6(1)(b)(i) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 and any applicable law.

86. Contestability

- 86.1 The Parties agree that, in accordance with the New South Wales Government Service Competition Policy, non-core activities may be subjected to contestability against external service providers from time to time.

87. Union Training Leave

- 87.1 A maximum of 100 days in total will be provided for employees to participate in authorised training associated with union and employee activities.

88. Stand Down

- 88.1 The Employer may deduct payment for any day or shift that an employee cannot be usefully employed because of any strike, or through any stoppage of work, by any cause for which the Employer cannot reasonably be held responsible, or because of the failure of the Employee to perform any work allotted to, or available for, the Employee during such period of strike or stoppage of work.

PART B

Table 1 - Indicative Wage Rates

(subject to conditions outlined in clause 15 Wages and Wage Increases)

CLASSIFICATION	WEEKLY RATE (\$)		
	Effective from the first full pay period commencing after 01/01/2018 (2.5% increase)	Effective from the first full pay period commencing after 01/01/2019 (2.5% increase)	Effective from the first full pay period commencing after 01/01/2020 (2.5% increase)
Bus Operator, Trainee	964.10	988.20	1012.90
Bus Operator level 1	1000.60	1025.60	1051.20
Bus Operator level 2	1040.70	1066.70	1093.40
Senior Bus Operator	1060.60	1087.10	1114.30
Yard Supervisor	1148.00	1176.70	1206.10
Senior Bus Operator - Yard (SBOY)	1091.30	1118.60	1146.60

Bus Operator Trainer 1	1148.00	1176.70	1206.10
Bus Operator Trainer 2	1235.80	1266.70	1298.40
Bus Operator Trainer 3	1353.20	1387.00	1421.70
Bus Cleaner level 1	867.10	888.80	911.00
Bus Cleaner level 2	921.30	944.30	967.90
Bus Cleaner level 3	947.90	971.60	995.90
Bus Cleaner level 4	1001.90	1026.90	1052.60
Bus Traineeship level 1 (applicable Only for Trainees who commence before 1 January 2012)	964.10	988.20	1012.90
Bus Traineeship level 2 (applicable only for Trainees who commence before 1 January 2012).	1040.70	1066.70	1093.40
Shed Driver	1091.30	1118.60	1146.60
Customer Service Coordinator level 1	1180.00	1209.50	1239.70
Airport Coordinator	1146.00	1174.70	1204.10
Customer Service Liaison (Kiosk)	1146.00	1174.70	1204.10
Customer Service Liaison (Explorer)	1146.00	1174.70	1204.10
Conductor T/A Sign on Clerk	861.60	883.10	905.20

* Wage Rates above do not incorporate the Industry Allowance

Table 2 - Other Rates and Allowances

	Description	2.5% increase Effective from the first full pay period commencing after 01/01/2018 \$	2.5% increase Effective from the first full pay period commencing after 01/01/2019 \$	2.5% increase Effective from the first full pay period commencing 01/01/2020 \$
Item 1	Industry Allowance	50.10	51.40	52.70
Item 2	High Capacity Allowance	21.30	21.80	22.30

Table 3 - Uniform Allowance

The initial issue of uniform will include the following items:

Shirts (long or short sleeve)	7
Trousers/Skirt/Slacks/Shorts	3
Sunglasses	1
Hat	1
Belt	1
Socks	5 pairs
Footwear	1 pair
Rain set	1 set
Jumpers/Jackets	2
AND 1 x Additional item which must be either: Shorts, or Extra Shirt	

Table 4 - Sydney Meal Break, Sign On and Sign Off Allowances

(a)	First sign on bus ex. shed First sign on pick up bus at relief point First sign on staff bus/car ex. shed	ten minutes eight minutes nine minutes
-----	-----------------------------------------------------------------------------------------------------------------	----------------------------------------------

(b)	Broken shifts First sign off bus to shed First sign off relieved at relief point First sign off staff bus/car to shed	five minutes five minutes five minutes
(c)	Broken shifts Second sign on ex. shed Second sign on pick up bus at relief point Second sign on staff bus/car ex. shed	five minutes five minutes five minutes
(d)	Final sign off bus to shed Final sign off relieved at relief point Final sign off staff bus to shed	ten minutes eight minutes nine minutes
(e)	Allowances at meal breaks or within shift portions Bus ex. Shed Bus to shed Staff bus ex. shed Staff bus to shed Relieved at relief point (walk/travel) Pick up at relief point (walk/travel)	five minutes five minutes one minute one minute zero minutes zero minutes

Walking time at each location, as agreed between the Parties to be added to (a)-(e) where a relief point is mentioned.

Table 5 - Casual Hourly Rates of Pay

CLASSIFICATION	HOURLY RATE (\$)		
	Effective from the first full pay period commencing after 01/01/2018 (2.5% increase)	Effective from the first full pay period commencing after 01/01/2019 (2.5% increase)	Effective from the first full pay period commencing after 01/01/2020 (2.5% increase)
Entry Level	30.445	31.206	31.986
Bus Operator level 1	31.598	32.387	33.196
Bus Operator level 2	32.864	33.685	34.528
Senior Bus Operator	33.493	34.329	35.188
Bus Operator Trainer 1	36.253	37.159	38.087
Bus Operator Trainer 2	39.025	40.001	41.002
Bus Operator Trainer 3	42.733	43.800	44.896

The above rates include the Casual Loading contained in Clause 13

Table 6 - Exclusive Shift Times

Exclusive Provision - Monday to Friday

DUTIES	UNION	INSTITUTE	GYM ATTENDANT
Locations	Hours	Hours	Hours
Brookvale	3h	2h 45m	
Burwood	3h	2h 30m	
Kingsgrove	3h 30m	3h	
Leichhardt	2h 45m	2h 30m	
Mona Vale	2h 30m	2h 15m	
North Sydney	2h 30m	2h 15m	
Port Botany	3h 15m	3h	
Randwick	3h 15m	3h	
Ryde	3h 30m	2h 45m	

Tempe	2h 30m	2h 15m	
Waverley	3h 30m	3h	4h
Willoughby	3h	2h 45m	

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS' ENTERPRISE (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(Case No. 386397 of 2017)

Before Chief Commissioner Kite

22 December 2017

AWARD

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

1. Title

- 1.1. This Award may be cited as the "State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2018" ("the Award").

2. Arrangement

- 2.1. This Award is arranged as follows:

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

Clause No.	Subject Matter
------------	----------------

- | | |
|----|----------------------------------------|
| 1. | Title |
| 2. | Arrangement |
| 3. | Facilitative Provisions |
| 4. | Definitions |
| 5. | Parties Bound |
| 6. | Relationship to Industrial Instruments |
| 7. | No Extra Claims |
| 8. | Area, Incidence and Duration |
| 9. | Anti-Discrimination |

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- | | |
|-----|-------------------------------------|
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| 11. | Industry Allowance |
| 12. | Payment of Wages |
| 13. | Salary Sacrifice for Superannuation |
| 14. | Expenses |
| 15. | Meal Allowance |
| 16. | Travelling Allowance |
| 17. | Relocation Allowance |
| 18. | Uniform Allowance |

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69. Termination of Employment
70. Salary Rates
71. Classification Structure

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72. Direct Appointment
73. Filling of Authorised Positions
74. Traineeships

PART 2B - MAINTENANCE STREAM

75. Filling of Authorised Positions
76. Flexibility
77. Master Roster Changes

PART 2C - OPERATIONAL SUPPORT STREAM

78. Revenue Rooms
79. Pass Issue
80. Check Validity of Licences/Accreditation And Bus Operator Presentation
81. Cleaning And Maintaining Street Furniture, Ticket Readers And Driver Consoles
82. Performance Assessment Of Bus Operators
83. Minor Bus Repairs
84. Bus Operations
85. Handover Period
86. Revenue Protection Unit
87. Fatigue Management
88. Duty Officer (Night) Relief
89. Network Control Centre Qualification Training
90. Operational Support Review
91. Duty Officers and Network Supervisors Roster Principles (Sydney)
92. Network Control Centre Roster Principles
93. Revenue Protection Unit Roster Principles

PART 3 - SENIOR OFFICER STREAM

94. Hours of Work for Senior Officers
95. Span of Hours
96. Overtime & Recall to Duty Provisions for Senior Officers
97. Transfers Within the Division
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99. Increment Increases
100. Filling of Authorised Positions

101. Salary Movement Linked to Promotion & Acting In Higher Grade

Schedule A - Senior Officers' Pay rates
 Schedule B - Salaried Officers' Pay rates
 Schedule C - Allowances

3. Facilitative Provisions

- 3.1. This Award contains facilitative provisions which allow agreement(s) to be reached between the employer and employees on how specific Award provisions are to apply at the workplace level.
- 3.2. Facilitative provisions are not to be used as a device to avoid award obligations nor should the provisions result in unfairness to an employee or employees covered by this Award. The facilitative provisions are identified below:

Clause No.	Subject Matter
97	Span of Hours (Senior Officers)
98	Time Off in Lieu of Overtime (Senior Officers)
57	Hour of Duty (Salaried Officers)
58	Overtime (Salaried Officers)
61	Time Off Between Shifts (Salaried Officers)
43	Make Up Time

4. Definitions

In this Award:

- 4.1. "ADO" means Additional Day Off earned by an officer as the result of an arrangement whereby the officer, in the case of an officer who works 38 hours per week, works an additional 24 minutes per day over 19 days and, in the case of an officer who works 35 hours per week, an additional 22 minutes per day over 19 days.
- 4.2. "IRC" means the New South Wales Industrial Relations Commission.
- 4.3. "Authorised Position" means a permanent full-time or part-time position approved by the employer as such.
- 4.4. "Casual Employment" has the meaning given that term by virtue of sub-clause 22.10 of this Award.
- 4.5. "Continuous Service" means continuous employment with the employer under a contract of service excluding any period of:
- unauthorised leave without pay;
 - unpaid sick leave which exceeds three months;
 - suspension without pay imposed pursuant to the provisions of the Transport Administration (Staff) Regulation 2012 (NSW); and
 - authorised leave without pay, of any type, which exceeds three months.
- 4.6. "Disciplinary Proceedings" means the institution of formal discipline procedures against an employee by way of the laying of a written charge or allegation.
- 4.7. "Employee" means, where that term appears in
- PART 1 of this Award: all Salaried or Senior Officers employed as Officers of the employer

- (b) PART 2 of this Award: to all Salaried Officers only;
- PART 2A of this Award, to all Salaried Officers who are Administrative Officers only;
- PART 2B of this Award: all Salaried Officers employed within the Maintenance areas of the Division only;
- PART 2C of this Award, to all Salaried Officers within the Operational Support areas of the Division only; and
- (c) PART 3 of this Award: to all Senior Officers only.
- 4.8. "Employer" means the Secretary of the Department of Transport as head of the Transport Service.
- 4.9. "Division" means the STA group.
- 4.10. Extended leave (Long Service) for Employees will accrue and be granted in accordance with section 68Q of the *Transport Administration Act 1988*, together with Schedule 1 of the Government Sector Employment Regulation 2014 or succeeding Act.
- 4.11. "NSW Act" means the *Industrial Relations Act 1996 (NSW)* or succeeding Act.
- 4.12. "Officer" means a Salaried or Senior Officer employed as a member of the Transport Service in the STA Group on a permanent, temporary full time or part time basis, but does not include a person employed under a contract for services, provided that, officer is to be read consistently with the definition of employee provided above.
- 4.13. Parties means the Secretary of the Department of Transport as head of the Transport Service, the Australian Services Union of NSW, the Rail, Tram and Bus Union of NSW (Administrative, Supervisory, Technical and Professional Division) and the Association of Professional Engineers, Scientists and Managers, Australia, NSW (known as Professionals Australia).
- 4.14. "Part-Time Employment" has the meaning given that term by virtue of sub-clause 22.3 of this Award.
- 4.15. "Personal Leave" has the meaning given that term by clause 32 of this Award and includes personal sick leave, carers' leave and compassionate/bereavement leave.
- 4.16. "Purchased Leave" means a form of additional paid leave whereby an employee elects to purchase up to a maximum of four weeks additional paid leave per year, by having the employer set aside a portion of their weekly wage, for a period of up to 12 months prior to clearing the additional leave, equal to the value of the additional paid leave.
- 4.17. "Picnic Day" means an annual picnic event for Salaried and Senior Officers employed under this Award.
- 4.18. "Public Holiday" means:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;
 - (f) Anzac Day;
 - (g) Sovereign's Birthday;

- (h) Labour Day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above
- 4.19. "Shift Worker" means an employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays and/or shifts which otherwise attract the payment of a shift penalty.
- 4.20. "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation 2012 as being part of the STA Group who are not part of the Transport Senior Service.
- 4.21. "State Act" means the *Transport Administration Act 1988* (NSW) or succeeding Act.
- 4.22. "Temporary Employment" has the meaning given that term by virtue of subclause 22.13 of this Award.
- 4.23. "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).
- 4.24. "Week" means:
- (a) for an employee who is a Shift Worker, Sunday to Saturday.
 - (b) for an employee who is not a Shift Worker, Monday to Friday.
- 4.25 "RMS" means Roads and Maritime Services.

5. Parties Bound

- 5.1. This Award shall be binding on the following parties and classes of persons:
- the Employer;
 - the Rail, Tram and Bus Union, New South Wales;
 - the Australian Services Union, New South Wales;
 - the Association of Professional Engineers, Scientists and Managers, Australia, New South Wales (known as Professionals Australia), and;
 - all employees of the STA Group covered by this Award.

6. Relationship to Industrial Instruments

- 6.1. This Award wholly supersedes and replaces the following instruments:
- the State Transit Authority Division of the New South Wales Government Service Senior Officers' Rail, Bus and Ferries New South Wales Award 2002;
 - the State Transit Authority of New South Wales, Salaried Officers' Award 2001;
 - the State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006.

- The State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009.
- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2012.
- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2015
- This Award supersedes all previous negotiations, warranties, representations and agreements between the parties and contains the whole of the agreement between them.

- 6.2. In recognition of the fact that former awards and agreements are incorporated by consolidation into this Award, the parties acknowledge that if any provisions of the former awards and agreements containing a right or liability were not included in this Award, the parties will confer and if necessary make application to vary this Award in accordance with the requirements of the *Industrial Relations Act 1996* (NSW).

7. No Extra Claims

- 7.1. 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 Agreement 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.
- 7.2. 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 Agreement provisions.
- 7.3. Variations made with the agreement of the parties as provided for in clause 6 (1) (d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 are not prohibited by this clause.

8. Area, Incidence and Duration

- 8.1 This Award shall take effect on and from 1 January 2018, and rescinds and replaces the State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2015 published 30 January 2015 (377 I.G. 90)
- 8.2. The Nominal Expiry Date of this Award is 31 December 2020.
- 8.3. The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

9. Anti-Discrimination

- 9.1. It is the intention of the parties to this Award to seek to achieve the object in s 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.
- 9.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in 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.
- 9.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- 9.4. Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 9.6. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS

10. Wage Increases

- 10.1. A wage increase will apply to employees covered by this Award payable as follows:
- 2.5% from the first pay period on or after 1 January 2018
 - 2.5% from the first pay period on or after 1 January 2019
 - 2.5% from the first pay period on or after 1 January 2020
- 10.2. The wages increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustment may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.

11. Industry Allowance

- 11.1. During the life of this Award the current industry allowance rates will increase as shown in Schedule C of this Award.

12. Payment of Wages

- 12.1. The employer will affect the payment of all employee wages, salaries and allowances by electronic transfer of funds into financial institution accounts (Banks, Credit Unions and Building Societies) as nominated by employees, and will continue to do so for the life of this Award.

13. Salary Sacrifice for Superannuation

- 13.1. Notwithstanding the wages prescribed in this Award, an employee other than a temporary or casual may elect, subject to the agreement of the employer, to sacrifice a portion of the base wage payable under this Award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

In this clause, "superannuable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 13.2. Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- 13.2.1. Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- 13.2.2. Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 13.3. The employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 13.3.1. Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 13.3.2. Subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4. Where an employee elects to salary sacrifice in terms of sub-clause 13.3, the employer will pay the sacrificed amount into the relevant superannuation fund.
- 13.5. Where the employee is a member of a superannuation scheme established under:
- the *Superannuation Act 1916*;
 - the *State Authorities Superannuation Act 1987*;
 - the *State Authorities Non-contributory Superannuation Act 1987*; or
 - the *First State Superannuation Act 1992*.

the employer must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 13.3 is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

- 13.6. Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 13.5, the employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

14. Expenses

- 14.1. For the life of this Award, the employer will continue to apply the allowance rates provided for in the "Meal, Travelling and Related Allowances Circular", as published from time to time by the NSW Premier's Department, for the following allowances:
- meal expenses on same day journeys (travel not involving an overnight stay);
 - travelling allowances when staying in non Government accommodation (involving overnight stay);

- incidental expenses when claiming actual expenses;
- overtime meal allowances; and
- rates for use of private motor vehicles;

15. Meal Allowance

15.1. An employee who is authorised by their manager to undertake a one-day journey on official business where overnight accommodation is not required shall be paid the appropriate rate of allowance set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the Premiers Department, for:

- Breakfast: if travel commences before 7 a.m. or finishes after 8 a.m.;
- Lunch: if travel commences before 1.00 p.m. or finishes after 2.00 p.m.;
- Dinner: if travel commences before 6.30 p.m. or finishes after 6.30 p.m.;

but an employee shall not be deemed to have incurred expenses for any meal or a bed provided free of charge by the employer.

No payments shall be made except where an employee proceeds to a place outside the boundaries of the Sydney metropolitan or Newcastle transport systems which is at least 24 kilometres from the usual workplace, the distance being computed by the ordinary means of travel.

15.2. The employer shall not be obliged to pay any allowance under this clause unless the employee concerned makes a claim, but if a claim is made, the allowance shall be paid in full regardless of the amount claimed.

15.3. Employees shall be entitled to the following meal allowance:

15.3.1. An employee who works authorised overtime for two hours or more in excess of their ordinary shift shall be eligible for an overtime meal allowance, as prescribed in the Meal, Travelling and Related Allowances Circular, if they finish later than 8.00 a.m. (breakfast), or 1.30 p.m. (lunch), or 6.30 p.m. (dinner) or 1.00 a.m. (supper).

15.3.2. A Salaried Officer who ordinarily commences duty at 8.30 a.m. or later, if directed to commence before 7.00 a.m. on irregular occasions, and do so commence, shall be eligible for a meal allowance for breakfast.

16. Travelling Allowance

16.1. An employee who is required by their manager to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal or incidental expenses (if accommodation/meal has not been provided by the employer) as set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the NSW Premiers' Department.

16.2. The need to obtain overnight accommodation shall be determined by the employee's manager having regard to the safety of the employee travelling on official business and local conditions applicable in the area.

16.3. As an alternative to the provisions, the employer could make other arrangements to meet the travelling expenses properly and reasonably incurred by an employee who is required to work at a temporary work location.

16.4. This clause does not apply to employees who are on an employee-initiated secondment.

17. Relocation Allowance

- 17.1. Where an employee is transferred in the interest of the employer or on promotion, the employee shall be eligible for a relocation allowance which allows for free rail travel for their family, free transit for their furniture; reasonable expenses to cover cost of removal, and reasonable cost of living for a period not exceeding six weeks pending the arrival of their furniture, and / or their securing of a residence.
- 17.2. In the case of an employee who is transferred to suit their own convenience, or by way of disciplinary action, the employee, their partner and family will be eligible for free rail travel and free transit for their furniture, but no other travel allowances will be allowed.
- 17.3. Applications for Relocation Allowance must be made in advance and be approved at the discretion of the Executive Director People & Culture.

18. Uniform Allowance

- 18.1. Operational Salaried Officers are required to wear the current approved State Transit corporate and support staff uniform at all times whilst on duty.
- 18.2. All Operational Salaried Officers, including new employees, shall receive an initial issue of the approved uniform at State Transit cost, as set out in Schedule C of this Award.
- 18.3. Subsequent to the initial issue, Operational Salaried Officers will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit uniform from approved supplier(s).
- 18.4. Following implementation of the new uniform employees will have the option to receive half of the annual uniform allowance within six months of the issue of the new uniform and the second half of the allowance six months later.
- 18.5. In extraordinary circumstances where the uniform worn by Operational Salaried Officers is damaged in the course of duty, the officer may apply for a replacement of the damaged items.

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications and Consultation

- 19.1. 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.
- 19.2. Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a Consultative Committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.
- 19.3. The Consultative Committee will also consider strategic workforce planning issues. Appropriate information will be provided to the Unions to facilitate such discussions.
- 19.4. When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
 - a) the Employer will provide relevant information about:
 - i. the proposed change;
 - ii. effects on the Employees;
 - iii. the rationale for the proposed changes based on business needs;

- b) The Employer will meet with the affected Employees and their Employee Representatives and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
 - d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 19.5. To facilitate improved change management, the Employer is committed to working with the Employees and their Employee Representatives through the Consultative Committee to develop and implement a Change Management Framework consisting of guidelines and principles for managing change based on the principles contained in the NSW Public Service Agency change management standards and subject to Government policy.
- 19.6. The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impact on the working arrangements of Employees. Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 20.

20. Dispute Settlement Procedures

- 20.1. The parties recognise that disputes can differ widely in nature, and can take different lengths of time to resolve, but 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.
- 20.2. A dispute can arise over any issue that directly affects the interests of any of the parties.
- 20.3. Any dispute between the Employer and Employee(s) or the Employee's representative 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 local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their union delegate concerning the dispute within 48 hours advising them of the action being taken.

STEP 2: If the dispute remains unresolved, or if the dispute involves matters other than local issues, the Workplace Relations Manager 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 Workplace Relations Manager 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 CEO of State Transit or their nominee who will meet and conclude their discussions within 48 hours. The matter may be referred to Unions NSW for resolution of the dispute by any of the parties involved provided Unions NSW is chosen by the Employees as their representative.

STEP 4: If the dispute remains unresolved any party may refer the matter to the Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by the Industrial Relations Commission provided that arbitration is limited to disputes that involve matters listed in sub-clause 20.2 of this procedure.

- 20.4. If it is decided to refer the matter to the Industrial Relations Commission, the referral must take place within 72 hours, excluding weekends and public holidays, of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the dispute.
- 20.5. The parties to the dispute may extend the timeframe of Steps 2 - 4 by Agreement. Such Agreement shall be confirmed in writing.
- 20.6. The timeframes in Steps 1 to 4 above are exclusive of weekends and public holidays.
- 20.7. While a dispute is being dealt with under one of the preceding paragraphs in this clause work must continue without disruption and work practices, which existed prior to the dispute, shall apply, except where they involve the application of provisions in an industrial instrument or where they involve a genuine, serious and immediate risk to the health and safety of any person that would prevent the work practices from being carried out.
- 20.8. The parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

21. Rights of Union Delegates

21.1. For the purposes of:

- ensuring compliance by the parties with the terms of this Award; and
- facilitating discussions concerning matters pertaining to the employment relationship between the employer and employees covered by this Award, and their representatives:

- 21.1.1. an employee elected or appointed, as a delegate will, upon notification to the employer, be recognised as the accredited representative of the union to which they belong;
- 21.1.2. an accredited delegate shall be allowed the necessary time during working hours to consult with the employer or its representative on matters affecting employees;
- 21.1.3. subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to consult with individual members regarding matters affecting them or to consult with other delegates;
- 21.1.4. the general nature of the matters affecting employees and the probable time of absence should be indicated to the supervisor;
- 21.1.5. delegates will be granted leave to attend meetings in accordance with NSW Government Guidelines. Leave to attend meetings arranged by the relevant peak union body may be authorised by the Senior Workplace Relations Consultant in consultation with local managers, upon a written request from the union;
- 21.1.6. delegates may be authorised by the Senior Workplace Relations Consultant in consultation with local managers, to attend delegates training conducted by the union upon a written request by the union;
- 21.1.7. delegates will be provided with reasonable access to a phone, fax machine, computer, Internet and a notice board;
- 21.1.8. each union will periodically supply a list of delegates and contact numbers to the Senior Workplace Relations Consultant.

SECTION 1D - EMPLOYMENT RELATIONSHIP**22. Types of Employment****Full-Time Employees**

- 22.1. A full-time employee is an employee other than a casual or part-time employee employed to work the minimum ordinary hours applicable to that classification as prescribed in this Award.
- 22.2. See Clauses 57 and 96 for the prescribed ordinary hours.

Part-Time Employees

- 22.3. A part-time employee is one employed to work fewer ordinary hours than the ordinary hours worked by a full-time employee performing duties of the same classification and grade.
- 22.4. The number of hours worked shall not be less than three hours per day.
- 22.5. The work arrangement shall be subject to a Part-Time Work Agreement between the employer and the employee, which includes but is not limited to the numbers of hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for work. Variations to the Part-Time Work Agreement may be made by consent and in writing, between the employer and the employee from time to time.
- 22.6. Except in cases of exceptional circumstances, part-time employees shall not be required to work beyond their rostered hours.
- 22.7. Where an employee is requested to work beyond their rostered hours, such work shall not be performed without the genuine consent of the employee.
- 22.8. Where a part-time employee agrees to work beyond their rostered hours they will be entitled to payment applicable to a full time employee of the same classification and grade. Overtime rates shall not be payable for hours worked which would be ordinary hours for a full-time employee of the same classification and grade.
- 22.9. A part-time employee shall be entitled to receive the same Annual Leave, Annual Leave loading, Long Service Leave and other award benefits as those provided for full-time employees in the same classification and grade on a pro rata basis. In relation to expense related allowances, the part-time employee will receive entitlements specified in the relevant clauses of this Award.

Casual Employees

- 22.10. A casual employee is engaged to work on an hourly or daily basis.
- 22.11. Where staff shortages are of a short duration, casual employees may be employed to cover such absences. Such employees shall be paid by the hour and receive a 20% loading which will be in lieu of award entitlements to overtime and paid leave.
- 22.12. A casual employee shall be notified at the end of the day if their services are not required on the next working day.

Temporary Employees

- 22.13. A temporary employee is an employee, not already in the service of the Employer, who is recruited to fill a permanent or temporary position on a temporary basis for a maximum period of two years, or up to three years for a special project or a specific reason.
- 22.14. A temporary employee shall be entitled to the same salary and conditions as permanent employees in the same classification, unless otherwise prescribed by this Award.

23. Temporary Appointments

- 23.1. The employer may engage a temporary employee, or an existing employee on a temporary appointment, for a period of two years in normal circumstances or of up to three years for a special project or a specific reason.
- 23.2. The employer may fill a permanent position which is vacant with a temporary employee, or an existing employee by way of secondment, temporary appointment, temporary transfer or higher duties, subject to a maximum period of three years.
- 23.3. Nothing in this clause is intended to affect or limit the Staff Mobility provisions of Part 3.2 of the *Public Sector Employment and Management Act 2002* (NSW), where the provisions of that part apply to State Transit.

24. Managing Excess Employees

- 24.1. the Parties Are Committed to Implement the Revised Policy and Procedures Relating to Managing Excess Employees, in the Life of This Award.
- 24.2. Such policy procedures may be varied by State Transit to be in line with any variations to the NSW Government's policy on Managing Excess Employees in the NSW Public Sector, subject to the provisions in clause 19 - Communication and Consultation.

25. Managing Sick Leave Related Absences

- 25.1. The parties have agreed to implement a range of strategies to reduce average sick leave levels for employees covered under this Award and have committed to achieving the following agreed target levels:
 - Salaried Operational Officers - 9 days per year
 - Salaried Administration Officers - 6 days per year
 - Senior Officers - 6 days per year
- 25.2. the Strategies to be Implemented Will Include, But Are Not Limited to, the Following:
 - 25.2.1. a maximum number of five sick leave days which are not supported by a medical certificate allowed per year;
 - 25.2.2. payment of sick leave being provisional on an employee:
 - (a) reporting the absence appropriately (i.e. as soon as reasonably practicable and provision of agreed information); and
 - (b) if required, providing information such as the nature of illness or injury and the estimated duration of the absence (where an employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternative manager, a Health Services Officer or member of the Human Resources Division);
 - (c) backdated medical certificates will only be accepted at the sole discretion of the employer based on the individual circumstances, including the employee's absence history;
 - (d) the employer will have sole discretion to accept other forms of evidence to satisfy that an employee had a genuine illness based on the individual circumstances including the Employee's absence history;

- (e) employees being placed on an absence management program may be required to provide a medical certificate for all sick leave absences, based on the individual circumstances including the Employee's absence history,
 - (f) a requirement that any employee on long term sick leave may be required by the employer to participate in a return to work program.
- 25.3. For the purpose of this clause Unacceptable Attendance Pattern means any pattern of absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:
- 25.3.1. failure to comply with any aspect of State Transit sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
 - 25.3.2. failure to produce a medical certificate or other satisfactory evidence to support an absence where the employee was under an obligation to do so;
- 25.4. The following are provided as examples of attendance patterns which would require review by management and which may result in an employee being placed on an absence management program:
- 25.4.1. a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
 - 25.4.2. high number of one to two day unplanned absences, particularly for different reasons;
 - (a) a pattern of unplanned sick leave immediately following or preceding RDOs, ADOs, public holidays or annual leave;
 - (b) unplanned absence on a day which an employee sought as a day off, but which was not approved;
 - (c) unplanned absences on special events;
 - (d) four or more absences (particularly single day absences), in a four-month period.
- 25.5. The parties agree that in order to give full effect to the provisions of this clause that:
- 25.5.1. Subject to provisions to clause 19 - Communication and Consultation, the employer's Sick Leave Policy and Procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
 - 25.5.2. Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in sick leave; and
 - 25.5.3. The unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average sick leave levels.
- 25.6. Absence Management Program Step 1 - Preliminary Discussion
- 25.6.1. The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
 - 25.6.2. If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

25.7. Absence Management Program Step 2 - Placement on a Program

- 25.7.1. Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:
- (a) all unplanned absence due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
 - (b) regular review meetings between the manager and employee as required;
 - (c) any unplanned absence will require approval and until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
 - (d) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
 - (e) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

25.8. Absence Management Program - Step 3

- 25.8.1. Where an employee's attendance pattern remains unacceptable, following implementation of steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

25.9. Continuous Review

- 25.9.1. An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program, at any time, following demonstrated improvement in their attendance pattern.
- 25.9.2. Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program.

26. Commitment to Business Reforms

- 26.1. The parties acknowledge the need for continuous change and reform to support State Transit's ability to tender competitively for the Metropolitan and Outer Metropolitan Bus Systems Contracts (O/MBSC). During the life of this Award this will include, but not be limited to the following:
- 26.1.1. Identifying and implementing administrative cost savings in corporate, regional and depot based support services in Sydney.;
 - 26.1.2. Streamlining and reorganisation of corporate and regional support services and functions, arising from the following business reforms:
 - Centralisation of the management and administration of the O/MBSC, scheduling, rostering and charter services;
 - Introduction of an integrated human resource information and payroll system;

- Use of E-Recruitment;
 - Introduction of On Line Ordering for Ticketing;
 - Introduction of an annual allowance system for the provision of uniforms in place of fair wear and tear;
- 26.1.3. Flexible use of the temporary employment provisions in this Award to enable State Transit to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.
- 26.2. Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Award.
- 26.3. The parties are committed to support consequent restructuring in accordance with the NSW Government's revised procedures for the management of Excess Staff.
- 26.4. The parties acknowledge that:
- 26.4.1. Part-time and casual employees will not be used to disadvantage redeployment opportunities for existing employees;
 - 26.4.2. Priority will be given to retraining and redeployment in accordance with Government's redeployment and managing excess employees procedures; and
 - 26.4.3. There is no commitment to predetermined levels of overtime or shift work arrangements and the employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.

27. E-Recruitment

- 27.1. The parties to this Award agree:
- 27.1.1. to the full implementation of the systems, policies and standardised practices required to maximise the full range of benefits available under the e-recruitment system now and into the future;
 - 27.1.2. to fully support the business process re-engineering to implement system, policy, operational and, if required, regulatory changes as required, to extract full benefit from the e-recruitment system;
 - 27.1.3. the Employer may utilise a centralised e-recruitment system such as provided by the Public Sector Workforce Office, in respect to those positions and classifications covered under this Award;
- 27.1.4. that the benefits of 27.1.1 to 27.1.3 above may include, but are not limited to:
- the introduction of a register linked to e-recruitment that will allow potential employees to register for employment opportunities within State Transit;
 - the use of online self-service function for job application, interview booking, and ability testing;
 - online viewing of applications by the Selection Panels and use of web-based functions for the culling and selection process;
 - introduction of automatic priority matching of excess employees to vacancies within State Transit and elsewhere within the NSW Government sector;

- enhanced promotion of employment within State Transit and the NSW Government sector generally;
- introduction of applicant tracking and recruitment process management;
- collection of data regarding the use of cross Agency e-lists for the purposes of reviewing the effectiveness of cross Agency e-lists within the life of this Award.

28. Use of Eligibility Lists

- 28.1. When a vacant position is advertised the employer may, in connection with a determination of the merit of the persons eligible for appointment to the position, create an Eligibility list for the position.
- 28.2. An Eligibility list for a position is a list of eligible applicants (namely the persons who duly applied for appointment to the position and who are eligible for appointment but not selected for appointment were considered suitable to the position but were not offered a position) arranged in order of merit (with merit determined by the employer).
- 28.3. An Eligibility list for a position remains current for 12 months after the list was created and may or may not be used to fill future vacancies.
- 28.4. An Eligibility list need not comprise all the eligible applicants so long as the list contains the applicant or applicants of greatest merit.
- 28.5. An Eligibility list is applicable not only to the position in relation to which it was created ("the relevant position") but also:
 - 28.5.1. to any other position that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 28.5.2. to any other position in a subsidiary corporation of State Transit that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 28.5.3. to a permanent position where the relevant position was a temporary position.
- 28.6. A determination by the employer to fill a vacancy in accordance with this clause may be made at any time during the currency of the Eligibility list.
- 28.7. In deciding to appoint a person to a vacant position that has not been advertised in accordance with this clause, the employer may select from among the persons who are on an Eligibility list that is current and applicable to the position (and who are available for appointment), the person with the greatest merit according to the order of merit in the Eligibility list.

29. Online Employee Self Service

- 29.1. The parties agree to utilise the online self-service function of the integrated Human Resources Information System (HRIS) and Payroll System for a number of Human Resources processes, including but not limited to:
 - viewing and/or updating personal information and payroll details;
 - completion and lodgement of forms, such as leave application, course application, higher duties, resignation forms;
 - lodgement of timesheets.

30. Employee Discipline

- 30.1. Where an employee is the subject of a preliminary investigation by the employer which may result in the institution of disciplinary proceedings (Proceedings) or where proceedings have been commenced in respect of an employee, the employer shall make all reasonable endeavours to complete the investigation or proceedings in a timely manner, provided that:
- 30.1.1. Any preliminary investigation or proceedings are completed no later than three months (the Specified Period) from the date on which the matter which gave rise to the investigation or proceedings, became known to the employer; and
 - 30.1.2. Where it is not reasonably practicable to complete a preliminary investigation or proceedings within the specified period, the employer will advise the affected employee in writing:
 - 30.1.2.1 that it will not be possible to complete the preliminary investigation or the proceedings within the specified period;
 - 30.1.2.2 to the extent that it does not breach the confidentiality or integrity of the preliminary investigation or proceedings, the reason/s why it will not be possible to complete the investigation or proceedings within the specified period;
 - 30.1.2.3 of the time period in which the employer reasonably expects to complete the preliminary investigation or proceedings.

31. Abandonment of Employment

- 31.1. Where an employee, within a period of 28 calendar days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the employer, that their absence is for a reasonable cause, the employee will be deemed to have abandoned their employment.
- 31.2. Prior to employment being deemed to be abandoned, the following procedure will be applied by the employer:
- 31.2.1. The employer will forward a letter (the First Letter) to the last known home address of the employee requesting the employee contact the employer, within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
 - 31.2.2. Where an employee contacts the employer and claims their absence is due to illness or injury, the employer will allow a period of seven days from the date of service of the First Letter for the employee to supply a medical certificate/s supporting the whole of the absence;
 - 31.2.3. Where the employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the employee to the employer, a second letter (the Second Letter) will be sent to the employee advising the employee to contact the employer within seven days of service of the Second Letter;
 - 31.2.4. The Second Letter shall include advice to the employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.
- 31.3. For the purpose of this clause service of the First Letter and or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the employee to the employer as their home address.

SECTION 1E - LEAVE

32. Personal Leave

32.1. Personal leave consists of the following three types of leave: sick leave, carer's leave and compassionate/bereavement leave.

32.2. Paid personal leave will be available to an employee when they are absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- because of bereavement on the death of an immediate family or household member (compassionate/bereavement leave)

32.3. All employees, other than casual employees, will be entitled to personal leave in accordance with this clause. Entitlements for part-time employees will be calculated on a pro rata basis.

32.4. This clause is to be read in conjunction with Clause 25 - Managing Sick Leave Related Absences.

32.5. For the purpose of this clause:

Immediate Family means:

The staff member being responsible for the care and support of the person concerned; and the person concerned being:

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

Year means: the period of 12 months from 1 January to 31 December inclusive.

Current Paid Sick Leave means:

paid sick leave which has accrued to an employee's credit in the current calendar year which has not been cleared by the employee as paid sick leave.

Accumulated Paid Sick Leave means:

paid sick leave which accrued to an employee's credit in any previous calendar year which has not been cleared by the employee as paid sick leave.

Paid Sick Leave

32.6 Employees are entitled to 15 days of paid sick leave per year, except those nominated in paragraphs (a) and (b)

(a) For Salaried and Senior Officers who commence employment with the employer after 9 May 2006, the following scale will apply:

- Up to five years service: 8 days per annum
- Between five years and seven years service: 10 days per annum.

(b) For Senior Officers who have not completed seven years service, the following scale will apply:

- Up to five years service: 8 days per annum
- Between five years and seven years service: 10 days per annum

32.7. Paid sick leave will be credited on a pro rata basis in the first year of service.

32.8. Sick leave not used in any year shall accumulate.

32.9. An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

32.10. The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

Carer's Leave

32.11. Subject to an employee having sufficient paid sick leave available, employees are entitled to use up to a maximum of ten days paid carer's leave per year.

32.12. Paid carer's leave is deducted from paid sick leave.

32.13. The entitlement to use up to a maximum of ten days per year paid sick leave, as paid carer's leave, does not accumulate from year to year.

32.14. An employee may elect, with the consent of the employer, to take unpaid leave as carer's leave.

32.15. Paid and unpaid carer's leave may be taken for part of a single day.

32.16. An employee's entitlement to use paid or unpaid carer's leave is subject to the following:

- (a) the employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the employee being responsible for the care of the person concerned.

32.17. The employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another, provided that:

32.17.1. the employer may require an employee to provide a medical certificate to support the application for carer's leave where:

- the period of carer's leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
- the employee has exhausted all paid carer's leave; or
- the employee, within the current year, has already cleared five days paid carer's leave which were not supported by the production of a medical certificate; or
- the employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for sick leave and carer's leave.

32.17.2. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

32.18. The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Compassionate/Bereavement Leave

32.19. An employee is entitled to up to two days paid leave on each occasion a member of the employee's immediate family or household dies.

32.20. Proof of death must be provided to the satisfaction of the employer.

33. Annual Leave

33.1. For the purposes of this clause:

- Accumulated Annual Leave means any annual leave accrued by an employee prior to 1 January of the current calendar year.

- Excess Annual Leave means all Accumulated Annual Leave in excess of 30 days.

33.2. Annual leave shall be allowed as provided by the *Annual Holidays Act 1944* (NSW).

33.3. Annual leave accrues to an employee on a pro-rata basis over a calendar year as shown below:

33.3.1. non-shift work employees accrue four weeks annual leave per annum. This is made up of 19 days annual leave and one ADO.

33.3.2. shift work employees accrue five weeks annual leave per annum. This is made up of 24 days annual leave and one ADO.

33.4. The parties recognise the occupational health and safety benefits of employees properly taking their annual leave. An employee holding excess annual leave may be directed by the employer to clear such leave, provided the employee be given as nearly as practicable one months notice of the date on which annual leave is to commence and the period to be cleared.

33.5. Except where payment has already been made in lieu of clearance where an officer, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.

- 33.6. Except where payment has already been made in lieu of clearance where an officer who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 33.7. The employer may deduct from any moneys payable under sub-clause 33.5 the value of any loss suffered by him for which an officer who retires, resigns or is dismissed is responsible.
- 33.8. The employer may approve the accumulation by an employee of more than 30 days excess annual leave, for certain purposes including, but not limited to, parental leave, subject to arrangements having been made by the employee to clear such leave.

34. Domestic Violence Leave

- 34.1 Employees will be granted special leave where they make application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances and penalty rates and overtime.
- 34.2 Employees shall be entitled to Domestic Violence Leave in accordance with this clause.
- 34.2 Employees' Leave entitlements provided for in clauses 32 (Personal Leave) and 42 (Capping ADO's), may be used by Employees experiencing Domestic Violence.
- 34.3 Where the leave entitlements referred to in sub-clause 34.2 above are exhausted, the Employer shall grant Special Leave up to seven (7) days.
- 34.4 The Employer will need to be satisfied, on reasonable grounds that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 34.5 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 34.6 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location.

35. Long Service Leave

- 35.1. Long service leave shall accrue to officers of the employer in accordance with the provisions of Schedule 5 of the State Act.
- 35.2. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 35.3. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 35.4. The employer may deduct from any moneys payable under 35.2 the value of any loss suffered by him or her for which an officer who retires, resigns or is dismissed is responsible.

36. Flexible Use of Long Service Leave

- 36.1. An employee may make application to use accrued long service leave entitlements to provide regular reduced working time for personal reasons.
- 36.2. An employee may apply to use long service leave entitlements to enable the employee to access for example, one day's leave per week or fortnight or one week's leave per month.

- 36.3. Applications for flexible use of long service leave will be approved at the employer's discretion, taking into consideration operational and service delivery requirements.
- 36.4. The terms and conditions under which an employee may be permitted flexible use of long service leave are also subject to the employer policy and procedures.

37. Parental Leave

- 37.1. Parental leave includes Maternity Leave, Adoption Leave and Other Parent Leave in connection with the birth or adoption of a child.
- 37.2. For the purposes of this clause 'child' means:
- a child of the employee under the age of one; or
 - in the case of adoption: a child under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or their spouse or a child who had previously continuously lived with the employee for a period of six months or more.
- 37.3. Maternity Leave shall apply to a pregnant employee including a casual employee who has had at least twelve months continuous service, before and after the expected date of birth. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 37.4. Subject to this clause and the employer's policy, the employee may be granted maternity leave as follows:
- For a period up to 9 weeks prior to the expected date of birth; and
 - For a period of up to 12 months after the actual date of birth.
- 37.5. Adoption Leave shall apply to an employee including a casual employee who has had at least twelve months continuous service, who is adopting a child and who will be the primary carer to the child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the employer's policy, the employee may be granted adoption leave for a period of up to 12 months from the date of the taking of custody of the child.
- 37.6. Where Maternity or Adoption Leave does not apply, Other Parent Leave may be available to a male or female employee including a casual employee who has had at least twelve months continuous service who will be the primary carer for his/her child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the employer's policy, the employee may be granted other parent leave for a period of up to 12 months. Other parent leave is unpaid, except where taken in conjunction with paid leave such as annual or long service leave.
- 37.7. Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- for maternity and other parent leave, an unbroken period of one week at the time of the birth of the child;
 - for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

Paid Maternity Leave and Paid Adoption Leave

37.8. An employee other than a casual employee taking maternity leave or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to fourteen weeks, provided the employee:

- Applied for maternity or adoption leave within the time and in the manner determined set out in this clause; and
- Prior to the commencement of maternity or adoption leave, completed not less than 40 weeks continuous service.

(Note: Employee taking 'other parent leave' is not entitled to any payment, except for period(s) of paid leave taken as part of 'other parent leave'.).

37.9. Once all entitlements to pay have been exhausted, the balance of maternity or adoption leave shall be unpaid.

37.10. Payment for the maternity or adoption leave may be made as follows:

- in a lump sum payment at the commencement of maternity or adoption leave; or
- as full pay on a fortnightly basis while on maternity or adoption leave; or
- as half pay on a fortnightly basis while on maternity or adoption leave; or
- a combination of full pay and half pay while on maternity or adoption leave.

37.11. Paid maternity or adoption leave shall be taken in one unbroken period and shall not be extended by any period of public or other holidays that occur during the period of the paid maternity or adoption leave.

Access to other forms of leave

37.12. In addition to paid parental leave where applicable, an employee may elect to take available annual leave or long service leave at the commencement or conclusion of the period of parental leave, provided this does not extend the total leave period beyond the allowable period, and that the period of unpaid parental leave is not broken by any paid leave.

37.13. The accrued annual leave can be taken:

- in a lump sum payment at the commencement or conclusion of parental leave
- as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

37.14. The accrued long service leave can be taken:

- in a lump sum payment at the commencement or conclusion of parental leave
- as full pay while on parental leave, provided it does not break up the unpaid parental leave period.
- as half pay while on parental leave, provided it does not break up the unpaid parental leave period.
- a combination of full pay and half pay, provided it does not break up the unpaid parental leave period.

37.15. An employee who takes maternity, adoption or other parent leave must clear any accumulated annual leave entitlements in excess of 30 days before commencing any unpaid period of maternity, adoption or other parent leave.

Right to Request

37.16. An employee who has been granted parental leave in accordance with this clause may apply to:

- extend the period of unpaid parental leave for a further continuous period of leave of up to 12 months;
- return from a period of full time parental leave on a part time basis or on a job share arrangement;
- to assist the employee in reconciling work and parental responsibilities.

37.17. Applications must be made in writing as soon as practicable, preferably before commencing parental leave, or at least four weeks before the proposed return date.

37.18. The employer shall consider the request having regard to the employee's circumstances and the effect on the workplace and/or the employer's business.

37.19. Any employee approved to take extended maternity, adoption or other parent leave will be required to clear all accumulated annual leave prior to commencing extended parental leave.

Notification Requirements

37.20. An employee must not unreasonably withhold notice of intention to apply for parental leave.

37.21. An employee who wishes to take parental leave must provide notice to the employer in writing at least ten weeks before the expected commencement of parental leave, together with:

- a) For maternity and other parent leave: A certificate from a registered medical practitioner which states the employee (or their spouse) is pregnant and the expected date of birth,
- b) For adoption leave: Written evidence from the adopting agency/other appropriate body of the expected date of placement, and
- c) A statutory declaration stating:
 - the period of leave sought is so that the employee can be the primary caregiver to the child,
 - detail any particulars of any period of parental leave sought or taken by their spouse,
 - that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment, and
- d) A written notification of:
 - the period the employee proposes to take parental leave,
 - if she/he is likely to make a request to extend parental leave beyond the 12 months, and/or,
 - if she/he is likely to make a request to return to work on a part-time or job-share arrangement

- 37.22. An employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date or because of the child being placed earlier than the expected date of placement.
- 37.23. An employee on maternity leave must notify the employer of the date on which she gave birth as soon as she can conveniently do so. An employee must notify the employer as soon as practicable of any changes associated with a premature delivery or miscarriage.
- 37.24. Where the placement of a child for adoption does not proceed or continue, the employee is to notify the employer immediately and the employer may nominate a time not exceeding four weeks from receipt of notification for the employee to return to work.

Variation of Parental Leave

- 37.25. Unless agreed otherwise between the employer and employee, an employee may apply to the employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the new arrangements, unless otherwise agreed.

Return to work after a period of Parental leave

- 37.26 An employee who has taken approved parental leave for 12 months or less and resumes duty immediately after the approved period, is entitled to return to the position held immediately prior to going on parental leave, if the position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- 37.27 In the case of an employee transferred to a safe job pursuant to sub-clause 37.30 the employee will be entitled to return to the position they held immediately before such transfer. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

Communication during Parental leave

- 37.28. The employee shall take reasonable steps to inform the employer about any matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 37.29. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to communicate with the employee.

Health and safety of pregnant employees

- 37.30. 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, as certified by a medical examiner, the employer should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.
- 37.31. 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 which ever is the earlier.
- 37.32. Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within

six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

38. Purchased Leave for Personal Or Family Reasons

- 38.1. The purchased leave scheme is a voluntary scheme available to all permanent employees covered by this Award who have been continuously employed for a period of 12 months who wish to extend their leave options for personal reasons or to meet family responsibilities.
- 38.2. The terms and conditions of the purchased leave scheme are listed below and also subject to State Transit policy.
- 38.3. Employees wishing to participate in this scheme must submit an application to their manager with a minimum 12 months notice. The application must stipulate the dates the leave is required.
- 38.4. Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding 12 month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 38.5. The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a 12 month period.
- 38.6. The additional leave purchased under this scheme will not attract leave loading.
- 38.7. Sick leave and long service leave will continue to accrue at the usual rate during the term of the employee's participation in the purchased leave scheme.
- 38.8. Employees will retain their employee pass and other privilege passes.
- 38.9. Applications for participation in the purchased leave scheme will be approved at the employer's discretion, subject to the employer's Purchased Leave Policy, taking into consideration operational and service delivery requirements.
- 38.10. Employees are required to re-apply annually if they wish to participate in the scheme.
- 38.11. Employees should seek independent financial advice regarding their superannuation options prior to entering into the purchased leave arrangement.

39. Picnic Day

- 39.1. Where reasonably practicable an officer shall be granted a day's leave, without deduction of pay, each calendar year to attend an Annual Salaried Officers' Picnic, provided the officer would ordinarily work on that day had it not been for the Picnic Day occurring.
- 39.2. Where an employee is required by the employer to work on a Picnic Day, the employee will be paid for the time worked, subject to appropriate penalty rates plus an additional cash payment equivalent to:
 - seven hours pay: for employees engaged on 35-hour-week;
 - seven hours and 36 minutes pay: for employees engaged on 38-hour-week.
- 39.3. The employer shall require from an officer evidence of attendance or desired attendance at the approved picnic. The production of the butt of a picnic ticket purchased or some equivalent receipt shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the employer but not produced by an officer, no payment will be made to the officer for the day.

- 39.4. An officer who is not required by the employer to work in the area in which the officer is normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the employer.
- 39.5. An officer who elects to work in accordance with sub-clause 38.4 shall not be entitled to any additional payment for the Picnic Day.

40. Public Holidays

- 40.1. Employees covered under this Award shall be entitled to the Public Holidays listed in clause 4.
- 40.2. Subject to sub-clause 40.4, employees credited with uncleared Public Holidays accrued on or prior to 31 December 2005 ('Accrued Public Holidays'), are required to clear their accrued public holidays by 31 December 2009.
- 40.3. Subject to sub-clause 40.4, any accrued public holidays not cleared by 31 December 2009 in accordance with 39.2, will be paid out with the final pay on or after 31 December 2009.
- 40.4. Where due to the number of accrued public holidays owed to a particular employee and or prior leave commitments, it is impractical for an employee to clear all Accrued Public Holidays by 31 December 2009, approval may be granted by an employee's General Manager, to extend the period for clearing the accrued public holidays to 30 June 2010.
- 40.5. For Salaried Officers:

Where a Salaried Officer is required to work on a proclaimed Public Holiday, that employee will have the option to be paid the monetary value for the day, forgoing accumulation for future clearance, or to accumulate the Public Holiday for clearance with their annual leave accumulated for that year. If the Public Holiday is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

- 40.6. For Senior Officers:

All Public Holidays not taken as a Public Holiday by Senior Officers are to be paid out when they occur.

41. Concessional Day

- 41.1. Employees covered under this Award shall be entitled to a Concessional Day in substitution of the Bank Holiday.

42. Capping of Additional Days Off (ADOs)

- 42.1. Subject to subclause 42.2, officers, other than officers required to perform shift work, may clear ADOs as one whole day or as two half-days.
- 42.2. Subject to the prior approval of the officer's manager, an officer, may accumulate up to a maximum of five ADOs (inclusive of half ADOs).
- 42.3. Managers in consultation with employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADOs.
- 42.4. Subject to sub-clause 42.5, failure to clear ADOs will result in loss of entitlement for all days accumulated in excess of the maximum of five ADOs.
- 42.5. Where the failure to clear an ADO (in excess of five accumulated ADOs) arises at the request or direction of the employer, an officer will be paid at the applicable overtime rate for the ADO worked.

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS**43. Make Up Time**

- 43.1. An employee may elect, with the consent of the employer, to work "make up time" under which the employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided under this Award.
- 43.2. An employee on shift work may elect, with the consent of the employer, to work "make up time" under which the employee takes time off ordinary hours and works those hours at another time, at the shift work rate which would have been applicable to the hours taken off.

44. Career Break

- 44.1. A permanent employee who has had continuous service with the employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 44.2. The terms and conditions under which an employee may take a career break are listed below and also subject to the employer's policy and procedure.
- 44.3. The minimum period for a career break is 6 months. The maximum period for a career break is 24 months.
- 44.4. An employee must provide three months notice of a request to take a career break.
- 44.5. Any employee taking career break leave will be required to clear all accrued annual leave and public holidays prior to commencing leave.
- 44.6. Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 44.7. At the commencement of the career break, employees must return their employee travel pass.
- 44.8. At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- 44.9. Where there is no position immediately available at the same grade for employees taking 12 months or less leave, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- 44.10. Employees who are absent beyond the maximum leave period in 44.3 above will be subject to cl 24 of this award.
- 44.11. Applications for career breaks will be approved at the employer's discretion.

45. Flexible Working Arrangements

- 45.1. Flexible work arrangements may be agreed between the Employer and a staff member.
- 45.2. In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
 - (a) Working from home and/or another STA or TfNSW Workplace
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Transition to retirement arrangements

- 45.3. A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.
- 45.4. The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.
- 45.5. The terms and conditions under which an employee can work from home are also subject to policies and procedures of the employer.

SECTION 1G - GENERAL

46. Higher Duties for Senior & Salaried Officers

Salaried Officers in Higher Grade Positions

- 46.1. Any Salaried Officer required to relieve in a higher grade shall be paid at least the minimum salary of the higher grade for the period of the relief, provided that the officer's manager or supervisor certifies that the officer is carrying out the normal duties of the higher-grade position. Where a minimum period of one full shift has been worked Network Controllers acting as a Senior Network controller gets paid higher duties for the period of relief.

Senior Officers in Higher Grade Positions

- 46.2. Higher duty payments for Senior Officers will apply where the time worked in the higher graded position exceeds four consecutive working days. When a Senior Officer works on the fifth consecutive day retrospective payment for the previous four working days will be made.

Note: see also clause 103 regarding Higher Grade conditions for Senior Officers

Salaried and Senior Officers Generally

- 46.3. In the case of Salaried and Senior Officers required to relieve in a higher-grade position, the conditions applicable to the higher-grade position undertaken shall be taken to apply for the period of the relief.
- 46.4. All time spent by a Salaried or Senior Officer relieving in a higher grade for which credit has been allowed for the purpose of sub-clause 46.2, shall be counted as service in the next higher grade to that in which the officer is classified, for the purpose of assessing the rate of salary to which the officer will be entitled following promotion to such higher grade.
- 46.5. If an officer is booked to clear a Public Holiday which falls during a period in which the officer is acting in a higher grade, and the officer works in the higher grade on the working days before and after the Public Holiday, then payment for the Public Holiday shall be at the rate of pay to which the officer is entitled during the acting period.
- 46.6. Any Salaried or Senior Officer who has relieved in a higher grade position for 12 calendar months either continuously or non-continuously shall, while performing such duties, be paid the next higher rate of pay, if any, prescribed for such higher position provided that where the duty is non-continuous, periods of less than one week shall not count.

47. Employee Travel Passes

- 47.1. Subject to NSW Government Policy, relevant legislation and regulations and the provisions of the Outer/Metropolitan Bus Systems Contract, for the life of this Award, the employer will recognise employee travel passes for all permanent employees.

48. Workplace Health and Safety Training

- 48.1. The parties recognise the obligation of the employer to provide a safe and healthy workplace. All employees are responsible for their own safety, the safety of other employees and the general public.

- 48.2. The employer will determine the standards and requirements of training for employees, in consultation with employees and their representatives, including any union party to this Award. A certificate will be awarded to employees who successfully complete the training.
- 48.3. Every employee will have the opportunity to attend a minimum of two hours paid WHS awareness training each calendar year.

49. Drug and Alcohol Testing

- 49.1. The parties recognise the legislative obligations on the employer to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of legislation relating to random drug and alcohol testing and the internal programs that are in place.

50. Childcare

- 50.1. The employer and the unions with the assistance of Unions NSW, may continue the Joint Child Care Working Party (the Working Party). The working party will consider the feasibility of various initiatives by which the employer may assist employees to manage their childcare needs.
- 50.2. The working party may comprise of representatives from the employer, Unions NSW, and unions party to this Award, and will include a mix of male and female members.

51. Quality Certification

- 51.1. The Employer has developed a Management System to assist, control and manage standardised work practices at all levels.
- 51.2. The objective of the Management System is the "prevention of errors" through "conformance to requirements" as detailed in policies, procedures and work instructions. The goal is "zero defects" (i.e. no accidents, no errors or mistakes, no re-work).
- 51.3. Parties to this Award will work together to maintain quality certification.

52. Restructure of the Maintenance Division

- 52.1. As part of previous restructures, the bus fleet inspection process became part of the functions of the Fleet Condition Officers.
- 52.2. The position of Leading Hand was introduced by the employer as a component of a previous restructure.

53. Contestability

- 53.1. The parties acknowledge that, in accordance with the New South Wales Government service competition policy, non-core activities may be subjected to contestability against external service providers from time to time.

54. Introduction of New Technology

- 54.1. Where the employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on employees, the employer shall notify employees who may be affected by the proposed changes, and their representatives, including any union party to this Award. Such changes will be dealt with under the consultative process outlined at clause 19 of this Award.
- 54.2. The employer shall discuss with the employees affected and their representatives the changes to be made and the effect the changes are likely to have on employees and measures to be taken to avert or mitigate effects of such changes on employees.

- 54.3. Where possible at least three months notice will be provided prior to the implementation of new technology. Where necessary employees will be provided with appropriate training.
- 54.4. By the application of this clause herein there is a commitment between the parties to the introduction of new technology.

55. Job Evaluation Review Process

- 55.1. Where a new position is created, or an incumbent employee, the relevant union or the employer believe that an existing position should be reviewed, the following shall apply:
- 55.1.1. A qualified member of the Human Resources Department will, in consultation with the line management and the affected incumbent prepare the draft position description ensuring consistency with the organisational framework.
- 55.1.2. The draft position description will be reviewed by the relevant manager(s), the incumbent (where applicable), and the divisional Executive Director(or the Chief Executive where appropriate) and amended to reflect any feedback.
- 55.1.3. The position will be evaluated by a qualified member of the Human Resources Department and approved by the Executive Director; People & Culture (or the Chief Executive where appropriate).
- 55.2. If at any stage of this process a disagreement arises as to the details or accuracy of the position description or the grading of the position description, the disagreement may be referred to a review panel consisting of one representative of the Human Resources Department, the relevant Executive Director / Director, or their representative, the affected employee and one employee representative, suitably qualified chosen by the relevant union(s).
- 55.3. If a disagreement remains in relation to the outcome of the evaluation process, the employer will consider representations made by the relevant union(s) and may seek to have the position evaluated externally, before making a final determination.

PART 2 - CORE CONDITIONS FOR SALARIED OFFICERS

56. Hours of Duty for Salaried Officers

- 56.1. Except as provided for in sub-clauses 56.2 and 56.3 the ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 56.2. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 56.3. Clerical and administrative employees engaged to work in non-shift work positions shall have ordinary hours of duty of 35 hours per week, to be worked in not more than 5 shifts and a total of 140 hours in a four-week cycle, to meet the criteria for accruing an ADO.
- 56.4. Where an employee is required to work less than 38 hours per week and where a recognised finishing time exists, no employee shall be called upon to work beyond that time.
- 56.5. The span of ordinary hours shall be 6.30am to 5.30pm. These hours may be altered by mutual agreement in writing between the employer and the employee in accordance with flexible working arrangements.
- 56.6. As far as practicable, officers shall not be rostered for a longer period than 9 hours to be worked in 11 hours overall.
- 56.7. As far as practicable, officers required to work shift work shall have one week on day duty (that is, shifts that do not finish between 12 midnight and 8.00 a.m.) in every three and one Sunday off in every three.

- 56.8. In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

57. Minimum Payments

- 57.1. Any officer who attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the officer personally that they were not required for duty.
- 57.2. If an officer actually commences duty and is subsequently advised that they are not required, the officer shall receive a minimum of seven hours pay.

58. Spread of Hours

- 58.1. All time worked from time first signed on a broken shift shall be paid at the following rates:
- 58.1.1. Between a spread of 9.5 hours and 10.5 hours - time and a half;
- 58.1.2. After 10.5 hours - double time.
- 58.2. Officers shall not be rostered for broken shifts on a Saturday, Sunday or Public Holiday.

59. Overtime

- 59.1. Except as provided for in sub-clause 60.2 below, employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.
- 59.2. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 57.2, employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.
- 59.3. In calculating the number of hours worked per week, any leave shall be treated as time worked.
- 59.4. Except in special circumstances, no employee shall work overtime unless authority for so working is first given by an employee responsible for authorising overtime, and whenever possible, employees shall be given 24 hours notice of the requirement that they work overtime.
- 59.5. For the purpose of calculating hourly rates the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.
- 59.6. Except in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.
- 59.7. Payment for overtime shall be made at the following rates:
- 59.7.1. Time worked on Saturdays, which does not form part of the ordinary hours for the week - time and a half for first three hours and double time thereafter.
- 59.7.2. Except as provided for in sub-clause 60.7.3, time worked in excess of 7 hours 36 minutes but less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.
- 59.7.3. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 57.2, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.
- 59.7.4. Except as provided for in sub-clause 60.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.

- 59.7.5. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 60.2, time worked in excess of 11 hours in any one shift - double time.
- 59.7.6. Except as provided for in sub-clause 60.7.7, time worked in excess of 38 hours in the week - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 60.7.2 and 60.7.3 above. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.7. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as prescribed in sub-clause 60.2, time worked in excess of ordinary hours for a particular week in such cycle - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 60.7.2 and 60.7.3. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.8. Except as provided in sub-clause 60.7.9, time worked by Employees whose ordinary hours of duty are less than 38 per week before, after or beyond the usual hours up to 7 hours 36 minutes in any one shift - ordinary time.
- 59.7.9. Where such ordinary hours of duty less than 38 per week are worked by employees during a four week working cycle as provided for in sub-clause 60.2 above, time worked before, after or beyond the usual hours up to eight hours in any one shift - ordinary time.
- 59.8. Notwithstanding anything contained in this clause, salaried technical employees shall be paid overtime rates not less favourable than those applicable to tradespersons.
- 59.9. The employer shall determine whether or not to offer overtime (including DOCs), whether or not to cover a shift, and the method of covering a shift or offering overtime if any (including whether to cover a full shift, part shift, or offer overtime before or after a shift, or a DOC).

60. Time Off in Lieu of Payment for Overtime

- 60.1. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 60.2. Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked, and take time off at the rate of one half hour, or one hour, as the case may be, for each hour of overtime worked.
- 60.3. The employer shall, if requested by an employee, provide payment at the rate provided for in this clause for any overtime worked as per clause 59.1 where such time has not been taken within four weeks of accrual.
- 60.4. The employer shall record time off in lieu arrangements for each occasion this provision is used.

61. Sunday Time

- 61.1. Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 61.2. An officer ordinarily required to work on Sunday as part of their regular working week shall be paid for all time worked on Sunday during their ordinary hours of duty at the rate of double time. The extra single time allowance shall stand alone and be paid for independently of other time.
- 61.3. Officers who do not ordinarily work on Sunday shall be paid for any time worked on Sunday at the rate of double time.

62. Saturday Time

- 62.1. Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 62.2. Notwithstanding anything contained in this Award, all time worked on Saturday which forms part of the ordinary hours for the week shall be paid for at the rate of time and a half.
- 62.3. Time paid under this provision shall not be subject to any extra salary payment whatsoever under any other clause of this Award provided, however, that time which forms part of the ordinary hours for the week shall continue to be taken into consideration for the calculation of overtime.

63. Shift Work Allowance

- 63.1. Definitions for the purpose of this clause are:
 - 63.1.1. Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.
 - 63.1.2. Night Shift means a shift which commences at or between 6.00pm and 3.59am.
 - 63.1.3. Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.
- 63.2. Shift Work Allowances
 - 63.2.1. For all paid time on duty not subject to overtime penalty on the day on ordinary shifts on days other than a Sunday, Saturday or a Public Holiday, an employee in receipt of an adult salary rate shall receive an allowance as set out in Item 1 of Schedule C.
 - 63.2.2. Other officers shall be paid half the allowance herein prescribed for the same time on duty.
 - 63.2.3. In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour.
 - 63.2.4. In addition to the allowances prescribed herein, an employee in receipt of an adult salary rate who signs on or off at or between 1.01am and 3.59am on Monday to Friday shall be paid a loading for that shift as outlined in Item 2 of Schedule C provided that such loading is not payable on a Public Holiday or overtime shift.
 - 63.2.5. Other officers shall be paid half the loading herein prescribed for the same turn of duty.

64. Time Off Between Shifts

- 64.1. Other than in cases of unavoidable necessity, officers who are engaged in shift work shall be allowed a minimum of ten hours between shifts.

65. Rostered Day Off

- 65.1. An officer's Rostered Day Off (RDO) shall consist of not less than 24 hours from time signed off until time signed on again.
- 65.2. When an employee works on their RDO and is not given another day off in lieu in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or Sunday, or at the rate of time and a half for the first three hours and double time thereafter if any other day.
- 65.3. Any employee who attends a Departmental conference on their RDO, or who sits for an examination on their RDO, shall have another day off granted in lieu of the time so occupied.
- 65.4. This clause shall not operate in the cases of employees attending for any re-examinations.

66. Excess Travelling Time

- 66.1. Any employee who takes up duty temporarily away from their usual workplace shall be paid at ordinary rates for any extra time occupied in travelling to and from such point of duty.
- 66.1.1. Payment shall be based on the shortest practical route in excess of that usually occupied in travelling between their residence and usual workplace.
- 66.1.2. In addition the employee shall be paid an allowance of 25 minutes, calculated as per sub-clause 66.4, daily in lieu of all scheduled connections.
- 66.2. Any employee who takes up duty temporarily away from their usual workplace shall be paid the amount of any additional fares reasonably incurred in travelling to and from such temporary point of duty.
- 66.3. For the purposes of this clause employees shall be regarded as not being on duty away from their usual workplace when working in any place within 3.2 kilometres of such usual workplace measured by the nearest practical route.
- 66.4. Ordinary rates for the purposes of sub-clause 67.1, means the rates paid for the work on which the employee is engaged for the day.
- 66.5. When an employee is required to travel on duty outside the hours of his/her normal rostered shift, the employee shall be paid for such travelling time at single rate, except where otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours but such payment shall be subject to a maximum of 12 hours (8 hours when a sleeping berth is provided) in each 24 hours.
- 66.6. The period of 24 hours shall be deemed to commence when travel commences and where the period exceeds 24 hours the time to be paid shall be computed afresh after expiration of each 24 hours absence.
- 66.7. Payment for travelling time on a Saturday shall be at the rate of time and a quarter, and on a Sunday or a Public Holiday shall be at the rate of time and a half.
- 66.8. Employees whose salary rates are in excess of the maximum prescribed for Clerk, Special Grade, shall not be eligible for the payment of travelling time.
- 66.9. Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk Grade 6.

67. Change of Usual Workplace

- 67.1. The usual workplace of an employee shall not be altered in any case where it is known at the time of transfer or temporary relocation to another place of employment that the employee will be required to work at such place for less than six months. This clause shall not apply to officers who are surplus to requirements.

68. Increment Increases

- 68.1. Annual increment increases for all Salaried employees covered by this Award will only be approved subject to satisfactory performance. Such assessment of performance is to be completed prior to each employee's anniversary of appointment to their current position.

69. Termination of Employment

Notice of termination by employer

- 69.1. In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 69.2. In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 69.3. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 69.4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 69.5. The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

Notice of termination by an employee

- 69.6. The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 69.7. If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off during notice period

- 69.8. Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

70. Salary Rates

- 70.1. Employees performing work within the classifications listed in the following tables will be paid annual salary at no less than the minimum rate adjacent to the relevant classification.

70.2. Junior Salaries

Age	Relativity %
Under 17	44
At 17	50
At 18	57
At 19	68
At 20	75

70.3. Salaried Officers

Grade	Relativity %
1	83
2	100
3	103
4	110
5	118
6	129
Special	140

71. Classification Structure

- 71.1. The parties acknowledge that in the life of this Award, positions will be evaluated and classified into relevant pay grades using the Mercer methodology (Cullen Egan Dell), unless State Transit's classification system changes, subject to the provisions in clause 19- Communication and Consultation.

PART 2A - ADMINISTRATIVE STREAM**72. Direct Appointment**

- 72.1. It is agreed that where a position is elevated by one grade the incumbent may be directly appointed to the new grade or the position advertised, with each particular circumstance to be assessed by the employer at the time and following consultation with the union or other employee representative, where applicable.

73. Filling of Authorised Positions

- 73.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.
- 73.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

74. Traineeships

- 74.1. It is agreed that traineeships be offered by the employer to enable such employees to gain Salaried Officers experience, with the possibility of future appointment within the administrative areas.

PART 2B - MAINTENANCE STREAM**75. Filling of Authorised Positions**

- 75.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.
- 75.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

76. Flexibility

- 76.1. In order to be cost-effective and ensure quality standards are met, the parties agree that all employees will perform their allocated duties in an efficient and timely manner.
- 76.2. The parties agree that no artificial barriers will be created to inhibit employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

77. Master Roster Changes

- 77.1. To ensure roster changes can be implemented within a short period of time and hence gain the maximum benefit it is agreed between the parties that 14 days notice is to be given to employees where a master roster is to be changed.

PART 2C - OPERATIONAL SUPPORT STREAM

78. Revenue Rooms

- 78.1. To ensure services are maintained outside normal administrative hours, it is agreed between the parties that operations supervisory staff on duty at the depot can enter the revenue room to perform the following duties:

- Change note fold, if necessary.
- Rectify faults as required.
- Rebooting computers and saving information.
- Issue of lost property.

- 78.2. Employees undertaking these duties will receive appropriate training associated with safe custody, cash regulations and security arrangements. Such training to be supplemented by prescribed procedures in the performance of this work, which are consistent with safe custody of cash and property requirements.

79. Pass Issue

- 79.1. It is agreed between the parties, Duty Officers and Corridor Supervisors may be utilised to verify, issue or receive holiday passes in emergency situations outside of normal office hours. The audit requirements relative to the custody and security of passes are to be adhered to.

80. Check Validity of Licences/Accreditation and Bus Operator Presentation

- 80.1. Duty Officers and Corridor Supervisors and Revenue Protection Officers can be required to check driver's licenses, Ministry of Transport accreditation of staff operating the employer's vehicles and the presentation of Bus Operators.

81. Cleaning and Maintaining Street Furniture, Ticket Readers and Driver Consoles

- 81.1. It is agreed between the parties that Duty Officers and Corridor Supervisors will perform minor cleaning and maintenance to street furniture. In addition they will exchange on board Automatic Fare Collection equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.
- 81.2. Any employee covered by this Award who has the skills may be utilised to exchange on board ticketing equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.

82. Performance Assessment of Bus Operators

- 82.1. To achieve and maintain customer support and satisfaction it is necessary to meet performance indicators and monitor those indicators.
- 82.2. To determine if Bus Operators are meeting the required standards, it is agreed between the parties that Duty Officers, Corridor Supervisors and Revenue Protection Officers will monitor bus operator performance.

83. Minor Bus Repairs

- 83.1. Subject to determination of a list of repairs in conjunction with a Depot Service Manager, Duty Officers and Corridor Supervisors will perform minor bus repairs. It is anticipated this work will be performed by the mobile truck and at selected terminals.

84. Bus Operations

- 84.1. Duty Officers and Corridor Supervisors are to maintain bus operator accreditation to operate bus services in the event of an emergency and the unavailability of on-call staff. This action is limited to the operation of a bus to the nearest terminus, setting down only. As well, the Employee must have driven a bus on a public roadway or have undertaken refresher training ("Brush-Up") within the preceding three months prior to taking over the control of any bus in traffic.

85. Handover Period

- 85.1. Where a Duty Officer, a Corridor Supervisor, or a Radio Room Supervisor signs off and is replaced, and their work is taken over by another Duty Officer, a Corridor Supervisor, or a Sydney Radio Room Supervisor, there will be a ten minute handover period built into the shift.

86. Revenue Protection Unit

- 86.1. Revenue Protection Officers and Senior Revenue Protection Officers cannot have their rostered revenue protection shifts cancelled to cover work at any depot.
- 86.2. However, Revenue Protection Officers and Senior Revenue Protection Officers who are qualified may volunteer to cover a Duty Officer's or Corridor Supervisor's shifts according to the roster principles as well as special event days such as Mardi Gras and New Year's Eve, where they are not rostered on to work a revenue protection shift on a particular day.

87. Fatigue Management

- 87.1. The parties recognise the application of the fatigue management principles to all transport safety work. The parties are committed to abide by current and future legislation relating to fatigue management in the rostering of all transport safety work.

88. Duty Officer (Night) Relief

- 88.1. All current work practices concerning Duty Officer (Night) relief work will be undertaken by suitably qualified Bus Operators, by examination.
- 88.2. There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 93.31 to 93.44 inclusive, of this Award).

89. Network Control Centre Qualification Training

- 89.1. The employer will provide periodical training for employees who wish to work in the Network Control Centre.
- 89.2. Applicants for the training will be selected on merit.
- 89.3. Successful applicants will participate in a full training course that will provide them with the skills to work in the Network Control Centre.
- 89.4. Applicants who successfully complete the training will participate in a Network Control Centre development program.
- 89.5. Once qualified, employees will be added to a development pool, consisting of no less than eight employees.

- 89.6. Qualified employees will be rostered periodically to work in the Network Control Centre. This will be done on a rotational basis through the development pool.
- 89.7. Qualified employees may be asked to work in the Network Control Centre from time to time subject to operational requirements.

90. Operational Support Review

- 90.1. The parties agree to continue to evaluate the Depot Operational Supervision and Support Review.
- 90.2. Such review is to incorporate, but not be limited to the following:
- Training & development requirements.
 - Competency based structure.
 - Career Development and succession.
 - Capacity to cross and multi-skill all Employees.

91. Duty Officers and Corridor Supervisors' Roster Principles (Sydney)

- 91.1. These principles only apply to those employees that are classified as, or acting as, Corridor Supervisors and Duty Officers and will be rostered 152 ordinary hours in a four-week cycle.
- 91.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

- 91.3. In the construction and maintenance of rosters, management will consult with employees.
- 91.4. When consulting with employees, the following issues should be considered:
- Workplace, Health & Safety.
 - Carer's responsibilities.
 - Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

- 91.5. A master roster is the template that all period rosters are based upon and will contain all known work.

INTRODUCTION OF MASTER ROSTERS

- 91.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.
- 91.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:
- 91.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
- 91.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

91.7.3. The roster is to be displayed on the Tuesday prior to introduction.

91.8. Rosters will be worked where they comply with all relevant policies, industrial instruments and MOT/RMS regulations.

PERIOD ROSTERS

91.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.

91.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

91.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.

91.12. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.

91.13. Employees may exchange shifts by mutual agreement providing management approves the exchange.

91.14. Special events are to be built into the period roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.

91.15. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is two weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out line of work is less than two weeks duration (14 calendar days) and if the employer determine that the short-term cancellation of the shift would adversely impact on the employer's delivery of services to customers (passengers), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

91.16. No Alteration Shall be Made to the Hours of Work of Any Employee Except in Cases of Sickness, Accident, Failure of Duty Or Suspension from Duty of an Employee, Attendance of an Employee at Court Or Leave for Employees at Short Notice, Unless the Employee is Notified of Such Alteration on Attending for Duty on the Shift Proceeding the One Altered. the Notice Period Can be Waived By Mutual Agreement Between the Employer and Employee. If an Employee Has Two Days Off Together, They Must be Advised of Any Alteration of Their Work on the First Day of Their Days Off.

91.17. The provisions of this clause do not apply in emergencies or unforeseen circumstances.

91.18. Where the employer makes a decision to fill a vacant Corridor Supervisor or Duty Officer shift at any depot the following procedures will apply:

91.18.1. When maintaining the period roster, if cut-out work of 2 weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out work is less than two weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:

91.18.2. When the vacant shift is to be DOC'd into the roster, it will be offered to the Corridor Supervisor or Duty Officer from the depot/area where the vacant shift exists in the order of least amount of offered DOCs for the current financial year.

- 91.18.3. Should there be no officer from the depot/region where the vacant shift exists available to fill the vacant shift, the shift will be offered to Corridor Supervisors and Duty Officers from other areas in Sydney. The shift to be DOC'd will be offered to the officer with the least amount of offered DOCs for the current financial year, at the depot closest to where the shift is to be worked.
- 91.18.4. Should there be no officer available to fill the vacant shift, then qualified Revenue Protection Officers not rostered for work on the day may be asked to fill the shift.
- 91.18.5. If the employer has exhausted all options available, a Senior or Salaried Employee may be rostered to assist a Corridor Supervisor or Duty Officer with their duties.
- 91.19. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 91.20. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 91.21. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 91.22. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am, unless mutually agreed between the employee and employer.

OVERTIME

- 91.23. Employees will only work overtime when they have been properly authorised to do so.
- 91.24. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 91.25. Employees will have a ten hour break between shifts.
- 91.26. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

- 91.27. Employees on loan to other depots will be provided with secure facilities for personal items.

REDUCTIONS IN LINES OF WORK

- 91.28. Affected employees will be consulted when the number of lines on a roster is reduced.

VACANT LINE OF WORK

- 91.29. When a line of work becomes vacant at any depot/region it will be filled by an employee at that depot/region with a transfer lodged for the line of work. The resultant vacancy will be filled by an employee with a transfer lodged for the depot/region in which the line of work has become vacant providing there is no Excess Employee within the grade that either have the skills or can acquire the skills in the timeframe pursuant to the employer's Excess Employees Policy. In this case, the position will be filled by the Excess Employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 91.30. When a line of work becomes vacant the employer will:
- 91.30.1. Make a decision about how the position is to be filled.

- 91.30.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 91.30.3. If the employer makes a decision to abolish the position, it will enter into a consultative process pursuant to clause 19.

CONSTRUCTION OF DUTY OFFICER (NIGHT) PERIOD ROSTER

- 91.31. When constructing the period roster, existing relief arrangement enabling suitably qualified Bus Operators, qualified by examination, to perform Duty Officer (Night) cut-out lines of work are to continue.
- 91.32. When constructing the new period roster, the Duty Officer (Night) "ADO" shift should not be covered by either qualified Bus Operator or Duty Officer (Night) rosters until it can be determined if there will be Days Off Cancelled (DOC) in the Bus Operators' rosters.

DAILY MAINTENANCE OF DUTY OFFICER (NIGHT) ROSTER

- 91.33. If the Bus Operator's staff position is such that the DOC's are being rostered, then the vacant shift (including ADO shift) is rostered into the Duty Officer (Night) line of work as a DOC.
- 91.34. If the Bus Operator's staff position is such that there are no DOCs being rostered, then the vacant Duty Officer (Night) shift is to be rostered to a suitably qualified Bus Operator as an ordinary shift.

92. Network Control Centre Roster Principles

- 92.1. These principles only apply to those employees that are classified, or acting, as Network Control Centre Senior Service Controller or Service Controller and will be rostered 152 ordinary hours in a four-week cycle.
- 92.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

- 92.3. In the construction and maintenance of rosters, management will consult with employees.
- 92.4. When consulting with employees, the following issues should be considered
- Workplace, Health & Safety.
 - Carer's responsibilities.
 - Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

- 92.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

- 92.6. In order to meet changing customer, operational and commercial requirements it is necessary from time to time to alter rosters to cater for changed circumstances.

- 92.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:
- 92.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
 - 92.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
 - 92.7.3. The roster is to be displayed on the Tuesday prior to introduction.
- 92.8. Rosters will be worked where they comply with all relevant policies, the industrial instruments and relevant Regulations.

PERIOD ROSTERS

- 92.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.
- 92.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 92.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance, a day off may be inserted into the Public Holiday.
- 92.12. When constructing the period roster, higher-grade Senior duties should be rostered first on a rotational basis. The suitability of a Service Controller to act in the Senior's position will be at the discretion of management in consultation with a Senior Service Controller, and the employee's representative. Once rostered the supervisor shift, that employee will be deemed to be the Senior on that shift unless a mutual swap is arranged with a Senior whom has been rostered a DOC.
- 92.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 92.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 92.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 92.16. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 92.17. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the

shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.

92.18. The provisions of this clause do not apply in emergencies or unforeseen circumstances.

92.19. Where the employer makes a decision to fill a vacant Senior Service Controller or Service Controller shift, the following procedures will apply:

92.19.1. When maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure:

92.19.2. When the vacant shift is to be DOC'd into the Network Control Centre Period Roster, it will be offered to the Controller in the order of least amount of offered DOC's for the current financial year.

92.19.3. Should there be no Service Controller or Senior Service Controller rostered off on the day and the employer determines that the shift must be covered, overtime can be offered to Service Controllers or Senior Service Controllers to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.

92.20. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.

92.21. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.

92.22. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

92.23. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am, unless mutually agreed between the employee and employer.

OVERTIME

92.24. Employees will only work overtime when they have been properly authorised to do so.

92.25. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.

92.26. Employees will have a ten hour break between shifts.

92.27. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

92.28. Employees on loan to the Network Control Centre will be provided with secure facilities for personal items

REDUCTIONS IN LINES OF WORK

92.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

92.30. When a line of work becomes vacant, it will be first offered to the holiday relief employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

92.31. When a vacant line of work becomes vacant the employer will:

- 92.31.1. Make a decision about how the position is to be filled.
- 92.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 92.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

93. Revenue Protection Unit Roster Principles

93.1. These principles only apply to those employees that are classified or are acting in the positions of Senior Revenue Protection Officers (SRPO) or Revenue Protection Officers (RPO) and will be rostered 152 ordinary hours in a four week cycle.

93.2. Employees will be rostered one ADO in each four week roster cycle.

CONSULTATION

93.3. In the construction and maintenance of rosters management will consult with employees.

93.4. When consulting with employees the following issues should be considered:

- Workplace, Health & Safety.
- Carer's responsibilities.
- Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

93.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

93.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

93.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

- 93.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
- 93.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
- 93.7.3. The roster is to be displayed on the Tuesday prior to introduction.

93.8. Rosters will be worked where they comply with all relevant policies and industrial instruments.

PERIOD ROSTERS

93.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks.

93.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

93.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, affected employees will be consulted, except during a week where a Public Holiday falls on a weekday. In such instance, the day off may be inserted into the Public Holiday.

93.12. When constructing the period roster, vacant SRPO duties will be rostered first on a rotational basis to suitable RPOs from that team of RPOs. The suitability of a RPO to act in the SRPO's position will be at the discretion of management in consultation with a SRPO and the employee's representative. Once rostered the SRPO shift, that employee will be deemed to be the SRPO on that shift unless a mutual swap is arranged with a SRPO whom has been rostered a DOC.

93.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.

93.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.

93.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.

93.16. In general, annual leave will be rostered to enable two employees (one pair) to be off at one time, except in Newcastle where existing leave arrangements apply.

93.17. When constructing the period roster, if it is apparent that there is a single cut-out line of work and this cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster if there is an Employee rostered off.

DAILY MAINTENANCE OF PERIOD ROSTERS

93.18. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.

93.19. The provisions of this clause do not apply in emergencies or unforeseen circumstances.

93.20. Where the employer makes a decision to fill a vacant Revenue Protection Officer or Supervisor's shift, the following procedures will apply:

93.20.1. Whilst maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week

duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure.

93.20.2. When the vacant shift is to be DOC'd into the Revenue Protection Unit's Period Roster, it will be offered to the SRPO or RPO in the order of least amount of offered DOCs for the current financial year.

93.20.3. Should there be no SRPO or RPO rostered off on the day and management determine that the shift must be covered, overtime can be offered to SRPOs or RPOs to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.

93.21. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.

93.22. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to them that they were not required for duty.

93.23. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

93.24. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

93.25. Employees will only work overtime when they have been properly authorised to do so.

93.26. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.

93.27. Employees will have a ten hour break between shifts.

93.28. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

REDUCTIONS IN LINES OF WORK

93.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

93.30. When a Line of Work Becomes Vacant, If There Are No Excess Employees Available and No Transfers Lodged, the Vacant Line of Work Will be Advertised and Filled on Merit.

93.31. When a line of work becomes vacant the employer will:

93.31.1. Make a decision about how the position is to be filled,

93.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.

93.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

PART 3 - SENIOR OFFICER STREAM

94. Hours of Work for Senior Officers

- 94.1. The ordinary hours of work for full time Senior Officers covered by this Award shall be 38 hours per week.
- 94.2. Casual and Temporary Senior Officers may be required to work at any of the employer's work locations.
- 94.3. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days, such hours to be arranged within shift limits specified in 96.1. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

97. Span of Hours

- 94.1. The span of ordinary hours shall be 6.30am to 5.30pm. These hours may be altered by mutual agreement in writing between the employer and the employee in accordance with flexible working arrangements.

95. Overtime & Recall to Duty Provisions for Senior Officers

Overtime

- 95.1. Senior Officers covered by this Award are not entitled to payment for time worked in excess of their ordinary hours of duty. However, the employer and employees and their representatives, may make arrangements for a payment to be made to employees required to work overtime, consistent with sub-clause 98.2.
- 95.2. Subject to the prior approval of the relevant General Manager, Senior Officers required to perform additional duties outside normal hours (e.g. extraordinary activities, special projects and special events), shall be paid at the rate of time and one half for time worked on such additional duties.
- 95.3. When overtime work is necessary it shall, where reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

Recall to Duty

- 95.4. A Senior Officer recalled to duty outside of the employee's normal working hours shall be paid a minimum of three hours at the rate prescribed in sub-clause 97.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.
- 95.5. Any claim made by a Senior Officer in accordance with this clause, must be approved by the Senior Officer's General Manager.

Time off in lieu

- 95.6. Where overtime is payable to a Senior Officer, and where the relevant Executive Director agrees, a Senior Officer may elect to take time off in lieu of overtime. Provided that time off in lieu for overtime shall be at single time only and not time and one half.
- 95.7. Where a Senior Officer has not cleared time off in lieu within three months of accrual, the Senior Officer shall be paid for the time in lieu at the appropriate rate or rates.
- 95.8. The employer shall record time off in lieu arrangements for each time this provision is used.

96. Transfers Within the Division

- 96.1. Transfers to similar positions of the same grade in other locations or divisions within the Division will be permitted, subject to management determination and recognising the needs of the business.

97. Performance Agreement Programs

- 97.1. Increment increases for all Senior Officers will be subject to satisfactory performance.
- 97.2. The Executive Director; People & Culture, will determine performance agreement programs for each area or classification. Individual performance agreements will be developed and agreed between the individual employee and their manager. The programs will include, but not be limited to:
- being cyclical;
 - Incorporating a progress review process to operate during the overall cycle;
 - including specific goals or objectives linking the performance of individual employees to the employer's overall goals and objectives. These goals and objectives will be agreed between the Manager and employee on a cyclical 12 month period;
 - providing, as far as is possible, objectively measurable performance indicators;
 - including provisions for revising goals and objectives in the light of changed circumstances.
- 97.3. The performance agreement programs will be designed to allow for one-step increment advances for satisfactory performance, accelerated advancement for outstanding performance by Senior Officers, or withholding advancement where performance does not meet expectations.
- 97.4. The Executive Director; People & Culture will provide a review process for Officers who are dissatisfied with Assessment outcomes.
- 97.5. During the development of overall performance agreement programs, an incentive payment for employees at the top of their respective band will be developed.

98. Increment Increases

- 98.1. A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance in relation to their Performance Agreement by the appropriate manager in accordance with clause 100.
- 98.2. If an employee's performance has been unsatisfactory over the 12-month increment period subject to clause 30, the manager, in consultation with the relevant Director / Executive Director may make application to the Executive Director; People & Culture to withhold a due increment. All cases must be fully documented with supporting reasons.
- 98.3. If an employee's performance has been exceptional over the 12-month increment period subject to clause 100, the Manager, in consultation with the Area Director / Executive Director may make application to the Executive Director; People & Culture to grant a two-step increment. All cases must be fully documented with supporting reasons.

99. Filling of Authorised Positions

- 99.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised Position.
- 99.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

100. Salary Movement Linked to Promotion & Acting in Higher Grade

100.1. Where an employee is promoted, or acts in a higher graded position, the employee will receive either:

100.1.1. The minimum salary of the grade of the position to which the employee is being promoted or is acting in; or

100.1.2. Should the employee's existing salary be greater than the minimum salary of the higher graded position, the employee shall progress to the service increment(s) within the grade which provides a minimum of 3 per cent to 5 per cent increase or greater.

100.2. The employer may offer a salary greater than that provided in sub-clauses 103.1.1 and 103.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two General Managers, including the Executive Director; People & Culture agree. Such approval must be documented and can only be given where both General Managers are satisfied that either:

100.3. The experience, ability and qualifications of the employee warrant a salary higher than that applying in sub-clauses 103.1.1 and 103.1.2, or

100.4. The employee's current rate of pay is already close to, or above, that provided in sub-clauses 103.1.1 and 103.1.2, necessitating a higher level in order to provide a financial incentive to accept the position.

SCHEDULE A**Senior Officers' Pay Rates**

Includes 2.5% increase applied 1 January 2018

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	87,330	90,369	93,626	97,266	101,491
B	100,542	103,858	107,448	111,377	115,636
C	112,113	115,784	119,789	124,018	128,595
D	124,566	128,648	133,021	137,993	143,374
E	137,027	141,582	146,829	152,534	158,837
F	152,154	157,211	162,844	169,009	175,884
G	166,211	172,076	178,503	185,256	192,743

Includes 2.5 % increase applied 1 January 2019

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	89,513	92,628	95,967	99,698	104,028
B	103,056	106,454	110,134	114,161	118,527
C	114,916	118,679	122,784	127,118	131,810
D	127,680	131,864	136,347	141,443	146,958
E	140,453	145,122	150,500	156,347	162,808
F	155,958	161,141	166,915	173,234	180,281
G	170,366	176,378	182,966	189,887	197,562

Includes 2.5% increase applied 1 January 2020

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	91,751	94,944	98,366	102,190	106,629
B	105,632	109,115	112,887	117,015	121,490
C	117,789	121,646	125,854	130,296	135,105
D	130,872	135,161	139,756	144,979	150,632

E	143,964	148,750	154,263	160,256	166,878
F	159,857	165,170	171,088	177,565	184,788
G	174,625	180,787	187,540	194,634	202,501

These rates do not include the Industry Allowance

SCHEDULE B

Salaried Officers' Pay rates

Increases	2.50%	2.50%	2.50%
Clerk Grade 1	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$46,215	\$47,370	\$48,554
2nd year	\$48,251	\$49,457	\$50,693
3rd year	\$49,851	\$51,097	\$52,374
4th year	\$51,903	\$53,201	\$54,531
5th year	\$53,286	\$54,618	\$55,983
6th year	\$54,884	\$56,256	\$57,662
Clerk Grade 2	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$55,659	\$57,050	\$58,476
2nd year	\$56,434	\$57,845	\$59,291
Clerk Grade 3	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$57,425	\$58,861	\$60,333
2nd year	\$58,828	\$60,299	\$61,806
3rd year	\$59,787	\$61,282	\$62,814
Clerk Grade 4	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$60,973	\$62,497	\$64,059
2nd year	\$62,551	\$64,115	\$65,718
3rd year	\$64,247	\$65,853	\$67,499
Clerk Grade 5	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$65,619	\$67,259	\$68,940
2nd year	\$68,184	\$69,889	\$71,636
3rd year	\$70,285	\$72,042	\$73,843
Clerk Grade 6	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$71,671	\$73,463	\$75,300
2nd year	\$73,652	\$75,493	\$77,380
3rd year	\$76,433	\$78,344	\$80,303
Clerk Grade Special	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$77,807	\$79,752	\$81,746
2nd year	\$81,923	\$83,971	\$86,070
3rd year	\$86,083	\$88,235	\$90,441

These rates do not include the Industry Allowance

SCHEDULE C**ALLOWANCES**

Item	Description	1-Jan-2018	1-Jan-2019	1-Jan-2020
	Wage Increases	2.50%	2.50%	2.50%
1	Shift Work Allowance			
	Afternoon Shift	\$3.65	\$3.74	\$3.83
	Night Shift	\$4.23	\$4.34	\$4.45
	Early Morning Shift	\$3.65	\$3.74	\$3.83
2	Shift Work Loading	\$2.79	\$2.86	\$2.93
3	Industry Allowance	\$2654	\$2720	\$2788
4	Uniform Allowance			
	Complimentary Initial Issue	3 trousers 7 shirts 2 items of jacket or vest or jumper 1 pair of shoes 1 State Transit winter jacket 1 Hat 1 Rain set		
	Annual uniform allowance (paid on an annual or six monthly basis) is equivalent to the cost of purchasing	2 trousers 3 shirts 1 jacket		
Note: Personal Protective Equipment (PPE) is subject to State Transit Fair Wear and Tear policy				

P. KITE, Chief Commissioner

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SYDNEY CRICKET AND SPORTS GROUND TRUST (EVENT DAY EMPLOYEES) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, Industrial Organisation of Employees.

(Case No. 243354 of 2017)

Before Commissioner Seymour

24 October 2017

AWARD

PART A - CONDITIONS

1. Arrangement

PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties Bound by this Award
4.	Operation and Duration of this Award
5.	Intention
6.	Classifications and Rates of Pay
7.	Superannuation
8.	Payment of Wages
9.	Consecutive Employment Terms
10.	Minimum Engagement
11.	Shift Cancellation
12.	Meal Breaks
13.	Meal Discount
14.	Uniforms
15.	Overtime
16.	Public Holidays
17.	Long Service Leave
18.	Transport, Security and Related Matters
19.	Employee Consultation
20.	Provision and Use of Staff Seating
21.	Implementation of the Non-Smoking Policy
22.	Anti-Discrimination
23.	Grievance and Dispute Procedures
24.	No Extra Claims
25.	Award Observance
26.	Commitment to Further Negotiations
27.	Signing of Award

PART B - RATES OF PAY

Monday to Sunday Flat Rate
Non Event Attendance Rate
Uniform Allowance

2. Title

This award will be known as the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2017 ("this award").

3. Parties Bound By This Award

- (a) This award is binding upon:
1. Sydney Cricket & Sports Ground Trust ("the employer"); and
 2. The Media Entertainment and Arts Alliance ("MEAA"), its officers and members ("the Union") in respect of all employees (whether members of the MEAA or not) engaged by the session or by the hour for work done in connection with the staging of a fixture being conducted by the employer (including an employee who is also engaged by the employer to perform work in a different position under a separate contract or weekly hiring).
- (b) This award shall not apply to an honorary official i.e. any person who is either a member of the employer or who has previously acted in an honorary capacity in performing functions for which wage rates are prescribed by this award.

4. Operation and Duration of This Award

- (a) This award shall replace the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2014 published 31 October 2014 (376 I.G. 1246) (an award of the New South Wales Industrial Relations Commission).
- (b) This award shall operate on and from the first full pay period on or after the date of approval of the Award and shall remain in force for as nominal term of three years.

5. Intention

- (a) The principal intentions of this award are:
1. To promote harmonious industrial relations for the Sydney Cricket and Sports Ground Trust; and
 2. To maximise standards of Customer experience to the public and members, measured against those applying in the leisure and recreation industry nationally and internationally.

6. Classifications and Rates of Pay

- (a) Employees employed under this award to work at day time, twilight and evening fixtures shall receive the appropriate hourly rate for the applicable classification as contained in Part B of this award from the date of approval of the Award.
- (b) The hourly rates set out in Part B of this award incorporate an increase for all event day work undertaken of 2.5% from the first full pay period on or after approval of the Award, a further 2.5% increase from the first full pay period on or after the date 12 months from the approval of the Award, and a further 2.5% increase from the first full pay period on or after the date 24 months from the date of approval of the Award.
- (c) Employees employed under this award shall be paid the non-event attendance rate as contained in Part B of this award from the first full pay period on or after the date of approval of the Award.
- (d) The rates of pay set out in Part B - Rates of pay of this Award contain hourly rates of pay loaded to compensate employees covered by this Award for working ordinary hours Monday to Sunday, at daytime, twilight and evening fixtures and a separate hourly rate for working public holidays and overtime.

7. Superannuation

The subject of superannuation legislation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth), the Superannuation (Resolution of Complaints) Act 1993 (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

8. Payment of Wages

8.1 Period of payment

- (a) Wages will be paid in arrears and on a weekly basis, based on working hours performed in the period Monday to Sunday
- (b) Wages will be paid no later than the Thursday following the end of the previous pay period, unless the Trust and the majority of employees agree to later payment.

8.2 Method of payment

Payment of wages will be made via electronic funds transfer into an account nominated by the employee with a bank, building society or credit union.

9. Consecutive Employment Terms

All employees are required to make themselves available, accept a shift and perform work for a minimum of one shift over a two month period from the cessation of their last engagement. Any employee who does not satisfy these criteria may be required to re-apply for their position before being eligible for further engagements.

Prior to terminating the employment relationship the employer will attempt to contact any employee who has not satisfied this criteria. The employer may, in exceptional circumstances and at its sole discretion, waive the requirement for employees to re-apply where they are absent for a period of two months or more.

10. Minimum Engagement

The minimum engagement for all employees under this award shall be four (4) hours to be worked consecutively, with the exception of non-match day staff meetings and training sessions which shall be two (2) hours.

11. Shift Cancellation

When an engagement is cancelled by the employer and the cancellation of that engagement is made prior to the four hours before the commencement of the engagement, the employee shall not be entitled to any remuneration for that day. When a cancellation of the engagement takes place by the employer within four hours of the engagement and prior to the normal starting time, an employee will be paid the minimum engagement as contained in clause 10 of the Award.

12. Meal Breaks

All employees rostered for more than four hours will receive a minimum of one paid 20 minute break. These breaks will be coordinated by team leaders and/or supervisors.

13. Meal Discount

Upon presentation of the staff identification card, employees rostered to work on match days will receive a 20 per cent discount off the normal purchase price for food and beverage (excluding alcoholic beverages) purchased from any on-site food and beverage outlet managed by our on-site catering service provider. This discount does not apply to any third party catering or franchise arrangements.

14. Uniforms

- (a) The employer will provide a uniform to staff where applicable.
1. Uniforms will consist of any SCGT apparel issued to staff during the course of their employment including but not limited to; trousers, skirts, shirts, jackets, vests, jumpers, ties, scarves, hats, armbands, wet weather jackets and name badges.
- (b) Where uniforms are issued to staff other than on a daily basis;
1. All new Employees who commenced after 1 October 2009 will be required to pay a \$100.00 uniform bond on commencement of employment which shall be refunded when the uniform is returned in good condition, fair wear and tear accepted.
 2. The bond will be paid via payroll deduction and can be made as one deduction of \$100.00 or instalments of \$20.00 per deduction per pay over five pay periods.
 3. The Employee shall be responsible for the laundering of the uniforms. A laundry allowance of \$1.00 per shift shall be paid into the Employee's nominated bank account.
 4. Uniforms shall remain the property of the Employer and shall be returned to the Employer on the termination of an Employee's employment in accordance with Cl.14(b) 5
 5. All uniforms issued to an employee are to be returned within one (1) month of the Employee's termination. Terminated Employees who do not return their full uniform issue within one (1) month of termination will forfeit their deposit.

15. Overtime

- (a) Overtime shall be payable to an employee for all time worked:
1. In excess of ten (10) hours per engagement on a particular event; or
 2. In a day generally observed as a public holiday.
- (b) Overtime shall be paid for at the rate of time and a half.
- (c) Overtime rates shall not apply for any attendance at non-event related meetings or training.

16. Public Holidays

Public Holidays shall be paid for at the rate of time and a half.

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, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays.

17. Long Service Leave

- (a) Subject to clause 17(b) below, Long Service Leave entitlement will be governed by the *Long Service Leave Act, 1955* (NSW).
- (b) The parties to this award acknowledge that prior 30 September 2008, employees employed by the Trust as match day employees (or event day employees) received an hourly rate of pay which was loaded to compensate for entitlements arising from legislation applying in the State of NSW in relation to long service leave.

18. Transport, Security and Related Matters

- (a) The employer shall upon request of an individual employee provide a security escort from the ground to the closest public transport late at night, where the employer is able to provide it within a reasonable period of time.
- (b) On any particular event, an employee engaged as a Team Leader, Supervisor, , or who works one hour past the scheduled event finish time will be eligible to park in MP1. This entitlement will cease with effect from 31 July 2018 and will be replaced by sub-clause 18(c).
- (c) With effect from 1 August 2018, the employer will no longer guarantee employee parking in MP1, however the employer will continue to provide parking to employees on a discretionary basis subject to availability.

19. Employee Consultation

- (a) The Event Day Staff Operations Committee (EDSOC) will meet during the life of this award to identify and discuss matters relating to the operation of the Award and other workplace matters, which affect employees generally, but which are not explicitly covered by this Award, such as staff facilities, uniforms, training and other like workplace matters.
- (b) The EDSOC will be made up of management and employee nominated representatives. Wherever possible, all areas of event day operations should be represented. The union may nominate up to two employee representatives to participate as members of EDSOC. Prior to an EDSOC meeting employee representatives will be allowed up to 1 hour pre-meeting time to canvass matters and consolidate views on the EDSOC agenda. Employee representatives will participate in the EDSOC without loss of pay.
- (c) The EDSOC will meet as required, at a time suitable to both the employer and employees and at the request of either party, but not less than quarterly.
- (d) The employer acknowledges employee representatives have a role in gathering and disseminating information to colleagues during work hours provided it does not disrupt service to the public and members.
- (d) The operation of the EDSOC in accordance with this clause does not override the dispute settling procedure as contained in Clause 23 of this award.

20. Provision and Use of Staff Seating

Where practicable, seating shall be provided to employees where prolonged periods of standing would otherwise be required. The use of such seating shall be subject to customer service requirements and guidelines as reasonably determined by the Trust, having regard to its Workplace Health and Safety obligations.

21. Implementation of the Non-Smoking Policy

All employees shall have access to and shall abide by and follow the procedures of the non-smoking policy developed by the employer in relation to patrons smoking in and around the Trust venues.

22. Anti-Discrimination

- (a) It is the intention of the Trust 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 identify, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in 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.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - 1. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 2. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 3. a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

23. Grievance and Dispute Procedures

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

- (a) The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- (b) The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- (c) The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- (d) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- (e) The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- (f) Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- (g) If the matter remains unresolved, then it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
- (h) At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- (i) It is agreed that the parties will not deliberately frustrate or delay these procedures.
- (j) Normal work will continue without disruption while these procedures are followed.

24. No Extra Claims

- 24.1 Subject to clause 24.2, 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.
- 24.2 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.

25. Award Observance

For the purpose of ensuring the observance of this award, the employer will:

- (a) subject to prior consultation with the employer, provide that representatives of the MEAA will have reasonable access to all places of work for the purposes of interviewing and holding meetings with their members in non-work time; and
- (b) ensure that a copy of this award and matters relating to this award be posted on a notice board in a centrally located position.

26. Commitment to Further Negotiations

The parties to this award agree to commence discussions for a new award nine months prior to the expiration of the nominal term of this award.

27. Signing of Award

In recognition of their acceptance of the terms and conditions of this award the parties have signed below as indicated.

PART B - RATES OF PAY

	Current Rates		On Approval of Award		12 months from Approval of the Award		24 months from Approval of the Award	
	Ordinary flat rate \$	Overtime and Public Holiday \$	Ordinary flat rate \$	Overtime and Public Holiday \$	Ordinary flat rate \$	Overtime and Public Holiday \$	Ordinary flat rate \$	Overtime and Public Holiday \$
POSITION								
Customer Service Positions								
Usher/Attendant	29.33	44.00	30.06	45.10	30.81	46.22	31.59	47.38
Pressure point	30.84	46.26	31.61	47.42	32.40	48.60	33.21	49.82
Team Leader	33.31	49.97	34.14	51.21	35.00	52.49	35.87	53.81
Supervisor	37.33	56.00	38.26	57.40	39.22	58.83	40.20	60.30
- Staff Entry								
Crowd Safety Positions								
Crowd Safety Officers	35.29	52.94	36.17	54.26	37.08	55.62	38.00	57.01
- Paddington Lane Gatehouse								
Crowd Safety Supervisor	39.54	59.31	40.53	60.79	41.54	62.31	42.58	63.87
- Event Control								
- Process Room								
- Report Writer								
Control 1 & 2 / Base	42.48	63.72	43.54	65.31	44.63	66.95	45.74	68.62
Non-Event Attendance Rate	24.51	24.51	25.12	25.12	25.75	25.75	26.39	26.39
ALLOWANCES								
Uniform Allowance (per shift)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

J. SEYMOUR, Commissioner.

TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2017 - 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 195869 of 2017)

Before Chief Commissioner Kite

11 August 2017

AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Wages Employees' Award 2017-2018.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	General Conditions of Employment
8.	Availability of Award
9.	Dispute Resolution
10.	Workplace Flexibility and Multi-skilling
11.	Types of Employment
12.	Multiple Contracts
13.	Dealing with Misconduct
14.	Dealing with Unsatisfactory Performance
15.	Leave
16.	TZ Cleaner, Security, Guest Services and Sky Safari-Special Conditions
17.	Wage Increases and Wage Rates
18.	Payment of Wages
19.	Wage Sacrifice for Superannuation
20.	Classification Requirements
21.	Appointment and Progression
22.	Allowances
23.	Insurance of Tools
24.	Rosters
25.	Ordinary Hours of Work
26.	Rest Period
27.	Shift Loadings
28.	Overtime
29.	Call Back
30.	Starting and Finishing Work
31.	Annual Leave
32.	Annual Leave Loading
33.	Public Holidays and Picnic Days

34. Uniforms, Personal Protective Clothing and Equipment
35. Secure Employment
36. Contractors and Volunteers
37. Anti-discrimination
38. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Schedule 3 - Leave Policies

3. Definitions

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2017 - 2018.

"Supervisor" means a person who supervises an employee or employees covered by the Award

"Employer" shall mean the Office of Environment and Heritage at Taronga Conservation Society Australia (Taronga) as defined in Part 2 of Schedule 1 Division of the Government Service in the Government Sector Employment Act 2013.

"Employee" means a person employed by the Office of Environment and Heritage at Taronga Conservation Society Australia (Taronga) within the scope of this Award.

"TZ" means Taronga Zoo, Bradley's Head Road, Mosman, New South Wales.

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union/s" means;

United Voice, New South Wales Branch;

The Australian Workers' Union, New South Wales;

New South Wales Plumbers and Gasfitters Employees Union;

Construction, Forestry, Mining and Energy Union, New South Wales Branch;

Electrical Trades Union, New South Wales Branch;

Transport Workers' Union of New South Wales.

4. Application

4.1 The parties to the Award are Taronga and the Unions.

4.2 The Award applies to and is binding on the parties to the Award and all ongoing, temporary, casual and apprentice employees, employed by the Taronga Conservation Society Australia in the classifications of: Apprentice; Labourer/Driver/Operator; Labourer; Labourer/Driver/Operator (Leading Hand); Labourer (Leading Hand); Water Systems Operator; Water Systems Operator (Leading Hand); Tradesperson; Tradesperson (Leading Hand); Works and Trades Supervisor; Sky Safari Attendant; Sky Safari Operator; Senior Sky Safari Operator; Cleaner; Cleaner (Leading Hand); Cleaning Supervisor; Guest Services Attendant; Guest Services Officer; Guest Services Site Coordinator; Gatekeeper; Security Officer; Senior Security Officer; Assistant Security Manager and Security Manager.

- 4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Taronga Conservation Society Australia Wages Employees' Award 2012-2013.
- 4.4 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, quarterly Joint Consultative Committee meetings.

5. Area, Incidence and Duration

- 5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2017 and will remain in force until 30 June 2018, and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award 2012-2013 published 15 January 2016 (378 I.G. 1665). This Award incorporates changes arising from the section 19 (6) Award Review process in 2015.
- 5.2 This award remains in force until varied or rescinded, the period for which it was made having already expired.

6. No Extra Claims

- 6.1 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.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

7. General Conditions of Employment

- 7.1 It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, *Government Sector Employment Act* 2013 and the *Government Sector Employment Regulation* 2013 as amended from time to time.
- 7.2 The salary rates in Schedule 1 of the Award are set in accordance with movements in salary from the Crown Employees (Public Sector - Salaries 2015) Award and any variation from time to time.

8. Availability of Award

- 8.1 A copy of the Award will be made available on the Taronga intranet for all staff covered by the Award. A printed copy can be obtained from the Human Resources area if required.

9. Dispute Resolution

- 9.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 9.2 The Vocational Training Order for Apprentices made under the *Apprenticeship and Traineeship Act* 2001 will override any conflicting steps contained in this clause.
- 9.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 9.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 9.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.

- 9.6 Where a bona fide and critical work health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 9.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 9.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 9.9 A matter in dispute will first be discussed between an employee and their Supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level, or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 9.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.
- 9.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the Director People, Culture and Learning or their delegate with the aim of trying to resolve the matter within 5 working days.
- 9.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

10. Workplace Flexibility and Multi-Skilling

- 10.1 The Unions and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and visitor-oriented operation. Taronga may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- 10.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to Taronga Conservation Society Australia operational requirements.
- 10.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 10.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 10.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 10.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 10.7 TWPZ or TZ Cleaner, Security, Guest Services and Sky Safari employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the temporary assignment provisions of the Award.
- 10.8 Labourers and Labourer/Driver/Operators who have the skills may perform minor maintenance work, which is approved beforehand by the relevant manager where practicable.

- 10.9 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, work health and safety requirements, animal welfare requirements and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding between Taronga and the Unions that professional drivers will be used in animal transportation where considered appropriate by the relevant managers.
- 10.10 A series of policy guidelines for animal transportation will be reviewed in consultation with the Transport Workers Union.

11. Types of Employment

- 11.1 An employee will be engaged as an ongoing, temporary, casual or apprentice employee.
- 11.2 An employee may be required by Taronga to perform their duties on sites other than Taronga Conservation Society Australia premises.
- 11.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.
- 11.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

Ongoing Employment

- 11.5 An ongoing employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 11.6 A probationary period may be for a period of up to 6 months and may be extended for a further period not exceeding 12 months.
- 11.7 During a probationary period, Taronga may terminate the employment of an ongoing employee giving one week's notice.
- 11.8 An ongoing employee may terminate their employment giving 2 weeks' notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 11.9 If an ongoing employee's role becomes redundant, New South Wales Government policy will apply.
- 11.10 After the probationary period, Taronga may terminate the employment of an ongoing employee in accordance with the Dealing with Misconduct and Dealing with Unsatisfactory Performance clauses in this Award.

Temporary Employment

- 11.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 11.12 A temporary employee will be advised in writing that their employment is temporary.
- 11.13 By agreement between the employee and Taronga, a temporary employee may be paid an allowance of 1/12th of their base salary in lieu of annual leave.
- 11.14 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 11.15 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 11.16 A casual employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave. The NSW Long Service Leave Act will cover long service leave.
- 11.17 The casual loading and casual annual leave allowance will not be paid on overtime. A casual TWPZ employee and TZ Works and Trades employee will be engaged for a minimum shift of 3 hours.
- 11.18 A casual employee, except for Sky Safari rescue team members, will be engaged for a minimum of 3 hours.
- 11.19 Taronga or the employee may terminate the employment of a casual employee giving one hour's notice.

Apprentices and Trainees

- 11.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice or Trainee otherwise prescribed in the Award.
- 11.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 11.23 Progression within the rates prescribed for the years of service for Apprentices and Trainees will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001*.

Adult Apprentice

- 11.24 An adult apprentice is an Apprentice engaged by Taronga Conservation Society Australia after turning 21 years of age.
- 11.25 An adult apprentice are to be paid the higher of the following rates:
- (a) Year 1 80% of the level 3 adult minimum wage (Miscellaneous Award 2010 MA000104, Apprentice Minimum Wages)
 - (b) Year 2 to be paid as year 3 under the TSCA Wages Employees Award
 - (c) Years 3 and 4 to be paid under the TSCA Wages Employees Award

12. Multiple Contracts

- 12.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 12.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instrument including for the purposes of payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot claim payment of the same allowance across different roles. The conditions for employees working under multiple contracts can be no less favourable than the applicable Award.
- 12.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.

12.4 When rostering employees under multiple contracts consideration will be given to fatigue management.

13. Dealing with Misconduct

13.1 The management of misconduct will be conducted in accordance with Taronga's policy on Managing Misconduct and the Government Sector Employment Rules 2014 (Part 8), Clauses 37-41.

13.2 The procedural requirements for dealing with misconduct include:

An allegation of misconduct is reported

An initial assessment is made to determine the validity of the allegation

If allegation is determined to be valid, the employee is advised of the allegation of misconduct and given a reasonable opportunity to respond

The employee is advised in writing whether the determination is misconduct has or has not occurred

The employee is advised of the proposed action and given a reasonable opportunity to make a submission in relation to the proposed action

The employee is advised in writing of the final decision and the action to be taken

Taronga is required to keep a written record of proceedings and action taken

The outcomes for dealing with substantiated misconduct are:

- (a) terminate the employment of the employee (without the opportunity to resign)
- (b) terminate the employment of the employee (with the opportunity to resign)
- (c) impose a fine on the employee (which may be deducted from the employee's pay)
- (d) reduce the remuneration payable to the employee
- (e) reduce the classification or grade of the employee
- (f) assign the employee to a different role
- (g) caution or reprimand the employee

13.3 Where the employee disagrees with the process in dealing with misconduct or the outcome reached, they may have an opportunity to lodge a dispute in accordance with clause 8 of this Award.

14. Dealing with Unsatisfactory Performance

14.1 The management of unsatisfactory performance will be conducted in accordance with Taronga's policy on Managing Unsatisfactory Performance and the Government Sector Employment Rules 2014 (Part 7), Clauses 35-36.

14.2 The procedural requirements for dealing with unsatisfactory performance include:

The employee's performance is determined by Taronga to be unsatisfactory in accordance with Taronga's performance management system

Reasonable steps have been taken to advise the employee that the employee's performance is unsatisfactory and the basis on which it is unsatisfactory

The employee is notified that the employer is proposing to take specified action

The employee is given a reasonable opportunity to respond

The employer has taken any such response into consideration.

The outcomes for dealing with unsatisfactory performance following a formal performance improvement plan are:

- (a) terminate the employment of the employee (after giving the employee an opportunity to resign)
- (b) reduce the remuneration payable to the employee
- (c) reduce the classification or grade of the employee
- (d) assign the employee to a different role

- 14.3 Where the employee disagrees with the process in dealing with unsatisfactory performance or the outcome reached, they may have an opportunity to lodge a dispute in accordance with clause 8 of this Award.

15. Leave

- 15.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within: the Act and Regulation, and Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award, and OEH's policies as agreed and reviewed from time to time.
- 15.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

16. TZ Cleaner, Security, Guest Services and Sky Safari- Special Conditions

Accommodation for Meals

- 16.1 Where practicable Taronga will allow employees to have their meal and tea breaks in a suitable place protected from the weather.
- 16.2 Taronga will provide employees with adequate facilities for tea making and for heating food.
- 16.3 Taronga will advise employees of the accommodation available at the work site before work starts at that site.

Dressing Accommodation

- 16.4 Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided by Taronga.

Work Materials

- 16.5 All materials required for cleaning, including soap and/or detergent and materials for washing up purposes, will be supplied by Taronga.

Expenses for Attendance at Court

- 16.6 Where it is necessary for an employee to attend a court hearing on behalf of Taronga or a client of Taronga in relation to any matter arising out of or in connection with the employee's duties, the time taken will count as time worked.

16.7 An employee will be reimbursed for all reasonable expenses incurred in attending court.

17. Wage Increases and Wage Rates

- 17.1 Employees are awarded an increase in remuneration or other conditions of employment of 2.5 per cent payable from the first full pay period on or after 1 July 2017 and applicable annual increases thereafter.
- 17.2 This increase in remuneration or other conditions of employment will be processed as soon as practicable after the finalisation of the award negotiations and on the certification of the new award by the IRC.
- 17.3 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.
- 17.4 The Junior Guest Services officer rates of pay contained in Schedule 1 of this Award apply only to Guest Services Officers who are employed after the making of this Award and are under 18 years of age.
- 17.5 The wage increases provided for in the Award, insofar as they apply from the first full pay period on or after 1 July 2017, will only be paid to those employees who are employed at the date of the making of the Award.

18. Payment of Wages

- 18.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 18.2 Taronga will provide employees with pay advice either electronically or in paper form, unless requested by the employee not to provide any advice. If an employee would normally receive an electronic pay advice they may, on application to Taronga, be provided with the advice in paper form.
- 18.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 18.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

19. Wage Sacrifice for Superannuation

- 19.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 19.2 The election is subject to the rules of the employees' superannuation fund allowing Taronga to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 19.3 The election must be made before the period of service to which the earnings relate.
- 19.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 19.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is

entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

20. Classification Requirements

20.1 Refer to Appendix A for full coverage of classifications and rates of pay.

21. Appointment and Progression

- 21.1 Relevant experience will be considered in determining the level to which an employee is appointed.
- 21.2 Progression within a classification will be considered on the anniversary of an employee's progression to their current grade, unless specified otherwise in the relevant classification requirements.
- 21.3 Progression within a classification is subject to a satisfactory performance review at the employee's current grade in accordance with Taronga performance management procedures and the requirements of the current grade being achieved.

22. Allowances

- 22.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.
- 22.2 Where an Allowance is Specified as a Weekly Rate and an Employee Who is Entitled to the Allowance is Engaged Part Time, the Allowance Will be Paid on a Pro Rata Basis By Dividing the Weekly Rate By 38 for an Hourly Rate to a Maximum of the Weekly Allowance.

Tool Allowance

- 22.3 A weekly tool allowances will be paid to a Tradesperson and an Apprentice for providing and maintaining their own hand tools. All tools owned by Tradespersons and Apprentices need to comply with WHS regulations and meet Taronga's WHS processes.
- 22.4 The allowance will be paid for all purposes, except separation.

Tradespersons Licence Allowance

- 22.5 A weekly licence allowance will be paid to a Tradesperson, except a plumber, gasfitter and drainer, when required by Taronga to hold the prescribed licence/s. The allowance will be paid for all purposes, except separation.
- 22.6 An hourly licence allowance will be paid as a flat rate for all hours worked to a plumber, gasfitter or drainer when the relevant licence is held and acted upon.
- 22.7 All tradespersons required to hold prescribed licences, are required to maintain relevant licences and ensure all WHS requirements are met. Certified copies of licences are to be supplied to the supervisor prior to engagement.

Security Licence Allowance

- 22.8 On production of the original licence, Taronga will reimburse an employee for the cost of the licence fee and application fee if they are required to hold a Class 1 licence under the Security Industry Act 1997.
- 22.9 Should the employment of an employee required to hold a Class 1 licence cease during the life of the licence, the employee will have the pro rata value of the licence and application fee for the years of licence remaining deducted from their separation payments.

Registration Allowance

- 22.10 A weekly registration allowance will be paid to a plumber who is required to hold a Certificate of Registration. The allowance will be paid for all purposes, except separation.

Chokage Allowance

- 22.11 A daily chokage allowance will be paid as a flat rate, to a TZ Plumber when required to work on a chokage, and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material, or a scupper containing sewage; or is required to work in a septic tank in operation.

Fouled Equipment Allowance

- 22.12 A daily fouled equipment allowance will be paid as a flat rate, to a TZ Works and Trades employee when required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, except when they are already receiving a chokage allowance.

Labourer/Driver/Operator Travel Allowance

- 22.13 A weekly travel allowance will be paid to a TZ Labourer/Driver/Operator in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award.

Temporary Assignment

- 22.14 Temporary assignment is the process of assigning an employee to a role for a defined period with a specified end date. Temporary assignment may be at level, or to a higher or lower classification.

- 22.15 Above-level temporary assignment

Above-level temporary assignments may attract payment of a temporary assignment allowance.

Above-level temporary assignments of up to 12 months may be made on the basis of a suitability assessment which includes

Pre-screening for essential requirements such as a qualification or licence

Resume

At least two capability-based assessments, one of which is an interview and

Referee checks against the pre-established standards for the role

Above-level temporary assignments for longer than 12 months must be based on a comparative assessment resulting from external advertising across the NSW Public Service. Comparative assessments require a minimum of three capability based assessments, one of which is an interview.

The amount of the allowance payable to the employee who is temporarily assigned to another role is the difference between the salary of the employee's usual role and the point in the salary range of the other role.

The proportionate temporary assignment allowance paid is proportionate to the duties to be performed. This is to be determined by the agency head and by mutual agreement with the employee before the employee starts the temporary assignment.

First Aid Allowances

- 22.16 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.

22.17 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.

22.18 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.

22.19 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

22.20 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.

22.21 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Disability Allowance

22.22 TWPZ employees will be paid a disability allowance, which compensates for working conditions at TWPZ particularly where employees are often required to work in the field without ready access to amenities.

22.23 The disability allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Overnight allowance

22.24 An overnight allowance will be paid where Taronga requests, and an employee agrees to stay overnight on Taronga premises for a period outside/between the employee's normal rostered hours of duty.

The overnight allowance is deemed to provide compensation for the overnight stay and also includes compensation for being on call during the period and any work required to be completed up to a total of 1 hour duration. Additional work required outside a total of 1 hour will be paid at overtime rates.

This allowance is payable when employees stay overnight such as, but not limited to Roar and Snore, Billabong Camp and Zoofari.

The allowance applicable is only when required to sleep over.

Bus Allowance - TWPZ

22.25 A TWPZ bus allowance will be paid on a per shift basis where an employee is appropriately licensed and is required to drive a TWPZ passenger bus on a rostered shift.

On Call (Standby) Allowance - TWPZ

22.26 An hourly allowance will be paid to a TWPZ employee when they are directed to be on call or on standby for a possible recall to work.

Overtime Meal Allowance

22.27 If a meal is not provided by Taronga, an overtime meal allowance will be paid:

- (a) when an employee works more than 2 hours of overtime before or after an ordinary hours rostered shift; or

- (b) after every 5 hours of overtime worked when an employee works on a rostered day off.

Allowances absorbed into the wage rates of the relevant classifications

- 22.28 Built into the wages of TZ Labourer/Driver/Operator and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, and wet work allowances.
- 22.29 Built into the wages of TWPZ Labourer and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, wet work, chokage and fouled equipment allowances.
- 22.30 Built into the wages of Apprentices is a weekly component in lieu of receiving an apprentice examination allowance for passing the prescribed annual technical college examinations for the preceding year and the Supervisor receiving a satisfactory report as to conduct, punctuality and workshop progress for the Apprentice.
- 22.31 Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by the Award, including Refuse, Multi-Purpose Machine and Toilet Allowances.
- 22.32 Built into the wage rates for TWPZ Labourer and Tradespersons is the works allowance that was compensation for the isolated environment of the construction work undertaken at TWPZ.
- 22.33 Built into the wage rates for Leading Hands is a component that is paid in lieu of all Leading Hand Allowances.

23. Insurance of Tools

- 23.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on Taronga Conservation Society Australia premises.
- 23.2 An employee will provide a list of the tools insured if requested by Taronga.
- 23.3 An employee will ensure that their tools are cared for and kept safely.
- 23.4 Taronga will reimburse an employee for loss of tools insured up to the value set out in Schedule 2 of the Award, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

24. Rosters

- 24.1 Employees may be rostered to suit Taronga Conservation Society Australia operational requirements.
- 24.2 Taronga will prepare rosters that are fair and equitable and meet work health and safety requirements.
- 24.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 24.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous and subsequent periods.
- 24.5 Rosters will be prepared 7 days in advance.
- 24.6 Rosters may be changed as long as they comply with the terms set out in Clause 23 - Ordinary Hours of Work of the Award.
- 24.7 Changes to published rosters may be made inside 7 days by agreement between a Supervisor and an employee.
- 24.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.

24.9 An employee will be paid overtime if they are required to work on their rostered day off.

25. Ordinary Hours of Work

Number of ordinary hours of work

25.1 The number of ordinary hours of work for employees engaged full-time are 152 hours worked over a designated period of 28 consecutive days.

Patterns of ordinary hours of work

25.2 Ordinary hours will be worked:

- (a) in at least 16 and up to 19 shifts in each designated period of 28 consecutive days;
- (b) in shifts of between 6 and 10 hours, or of between 10 and 12 hours by agreement between Taronga and the employee;
- (c) with a minimum of 9 and a maximum of 12 rostered days off in each designated period of 28 consecutive days;
- (d) with at least one occasion of at least 3 consecutive days and a second occasion of at least 2 consecutive days rostered off in each designated period of 28 consecutive days; and
- (e) over not more than 6 consecutive days, except by agreement between the employee and their Supervisor.

25.3 Taronga will consult with the relevant union/s with the aim of reaching consensus on any proposed change to existing shift patterns for TWPZ or TZ Works and Trades employees. If consensus cannot be reached on a proposed change, then the matter may be dealt with under the dispute settlement procedures of the Award.

25.4 The existing shift pattern for TWPZ Works and Trades employees, except for those engaged on relief cleaning work is 19 shifts of 8 hours, Monday to Friday (inclusive), between 5:00am and 7:00pm.

Meal and tea breaks

25.5 Employees, except Security employees, are entitled to an unpaid meal break of not less than 30 minutes, and not more than 1 hour, the length of time depending on operational requirements, to be taken no later than after every 5 hours worked within each ordinary hours rostered shift.

25.6 Security employees, including casual employees, may take a paid meal break of not less than 20 minutes not earlier than 4 hours nor later than 5 hours after the start of each shift, where it is reasonably practicable to do so.

25.7 All employees except those in security classifications may take a paid tea break of 20 minutes (or two 10 minute breaks) in each ordinary hours rostered shift of 4 hours or more, at a time determined by operational needs, without loss of pay for any ordinary hours rostered during such absence.

Employees engaged part-time

25.8 The ordinary hours of work for employees engaged part-time will be the same as those for employees engaged full-time except that:

- (a) the number of ordinary hours of work per week will be agreed between the employee and Taronga, provided that they are not less than 32 hours over a designated period of 28 consecutive days;

- (b) hours worked up to 152 hours over a designated period of 28 consecutive days, within the pattern of hours prescribed by the Award for a comparable employee engaged full-time, will be paid as ordinary hours;
- (c) ordinary hours may be worked in shifts of not less than 3 hours duration, unless agreed otherwise by the employee and Taronga;
- (d) the pattern of hours may be varied, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, by agreement between the employee and their Supervisor; and
- (e) Taronga may vary the pattern of hours, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, giving 7 days notice.

26. Rest Period

- 26.1 Work will be rostered so that employees have at least 8 consecutive hours off work, or 10 consecutive hours off work in the case of TZ Works and Trades employees, between the work of successive shifts when it is reasonably practicable to do so.
- 26.2 If an employee does not have the prescribed hours off between finishing one shift and being rostered to start another shift, they will be released from work after completion of the shift until they have had the prescribed consecutive hours off work, without loss of pay for ordinary hours rostered during the absence.
- 26.3 If Taronga instructs an employee to resume or continue work without having had the prescribed consecutive hours off work, the employee will be paid at double time rates of pay until released from work and able to take the prescribed break.

27. Shift Loadings

- 27.1 Guest Services Attendants and the Security Manager will not receive the shift loadings set out in this clause, except for the shift loading for a Public Holiday.
- 27.2 Where an employee is entitled to an additional day in lieu of part of the loading for working a Public Holiday, the timing of the day will be agreed between the employee and their Supervisor but must be taken before the end of the designated period of 28 consecutive days following the period in which the Public Holiday fell.

All employees engaged after 26 May 2004

- 27.3 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 5:00 am to 7:00 pm	Nil
(b) Monday to Friday after 7:00 pm before 5:00 am	15%
(c) Saturday	50%
(d) Sunday	100%
(e) Public Holidays	150%
(f) Public Holidays where an additional day is taken off in lieu of the loading	50%

- 27.4 Where an employee commences a shift in one time period and concludes it in a different time period, then the hours worked will attract the relevant loading for the period during which the time was worked.

TZ Cleaner, Security, Guest Services and Sky Safari employees engaged before 26 May 2004

- 27.5 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 6:00 am to 7:00 pm	Nil
(b) Commencing at or after 5.00am and before 6.00am	10%

(c) Finishing after 7:00 pm and at or before midnight	15%
(d) Finishing after midnight and at or before 8:00am (night shift)	17.5%
(e) Non rotating night shift roster (i.e. where night shifts are worked which do not rotate or alternate with another shift so as to give an employee at least one third of their working time off night shift in each roster cycle)	30%
(f) Saturday	50%
(g) Sunday	100%
(h) Public Holidays	150%
(i) Public Holidays where an additional day is taken off in lieu of the loading	50%

28. Overtime

- 28.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.
- 28.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:
- an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
 - the urgency of the work required to be performed, the impact on Taronga Conservation Society Australia operational requirements and the effect on customer services.
- 28.3 Overtime rates of pay will be:
- Monday to Saturday - time and a half for the first 2 hours and double time thereafter;
 - Sunday - double time;
 - Public Holidays - double time and a half; and
 - No 8 or 10 hour break - double time.
- 28.4 If their manager agrees, an employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:
- Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
 - The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member in accordance with the provisions under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
 - Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual.
 - At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
 - An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.
- 28.5 Overtime will not attract shift loadings, except as provided under this clause for ongoing Security employees who work "Elective Overtime".

Meal breaks

- 28.6 An employee required to work overtime for more than 2 hours after an ordinary hours rostered shift will be allowed a 30 minute unpaid meal break and then a further 30 minute unpaid break after every 5 hours of overtime worked thereafter.
- 28.7 An employee required to work overtime on a rostered day off will be allowed a 30 minute unpaid meal break after every 5 hours of overtime worked.

Elective Overtime for ongoing Security Employees

- 28.8 Ongoing Security employees, including the Security Manager, may request to work hours in addition to their ordinary hours as "elective overtime" under the following conditions:
- (a) elective overtime is overtime requested by the employee not directed by Taronga;
 - (b) Taronga will have regard for the wellbeing of an employee in scheduling elective overtime;
 - (c) elective overtime will be paid at the employees' classification and grade to a maximum of a Security Officer Grade 2 wage with a 15% loading in addition to any weekend, Public Holiday or other shift loading; and
 - (d) the provisions of Clause 24 Rest Period and Subclause 20.28 Overtime Meal Allowance of the Award will not apply.
- 28.9 The provisions of this clause, except in relation to elective overtime, do not apply to the classification of Security Manager.

29. Call Back

- 29.1 An employee recalled to work overtime to attend Taronga Conservation Society Australia premises and/or the premises of a client or clients of Taronga Conservation Society Australia (the workplace) for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.
- 29.2 For TZ Cleaner, Security, Guest Services and Sky Safari employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation forms, accident reports or break/entry reports, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.
- 29.3 Where the actual time worked is less than 3 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 24 Rest Period.
- 29.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.
- 29.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.
- 29.6 This clause does not apply if an employee is regularly required to return to Taronga Conservation Society Australia premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.
- 29.7 This clause does not apply to the classification of Security Manager.

30. Starting and Finishing Work

- 30.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point, or from the time they are rostered to

commence work. However if an employee is required to collect Taronga equipment before going to the work site or return Taronga equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.

- 30.2 Employees will be entitled to 10 minutes paid time immediately before finishing a shift, for washing and for changing their clothes at change room facilities provided by Taronga.

31. Annual Leave

- 31.1 TZ Employees are entitled to 4 weeks annual leave for working a whole year.
- 31.2 TWPZ Employees are entitled to 5 weeks annual leave for working a whole year.
- 31.3 In addition to the annual leave entitlements provided by this clause, ongoing employees who are rostered to work their ordinary hours on Sundays or Public Holidays, during the period 1 December of one year to 30 November of the following year (or part thereof), are entitled to additional annual leave on the following basis.

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

32. Annual Leave Loading

- 32.1 Employees, except for TZ Cleaner, Security, Guest Services and Sky Safari employees engaged before 26 May 2004 who are rostered as shift workers, are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 32.2 TZ Cleaner, Security, Guest Services and Sky Safari employees engaged before 26 May 2004 who are rostered as shift workers will be entitled to either an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year or the averaged shift loadings for the previous leave year (excluding Public Holidays), whichever is the greater.
- 32.3 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 32.4 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 32.5 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 32.6 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 32.7 An annual leave loading will not be paid on resignation/dismissal arising from misconduct.
- 32.8 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

33. Public Holidays and Picnic Days

- 33.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 33.2 For TWPZ and TZ Works and Trades employees, the first Monday in December each year will be a Union Picnic Day and will be treated as a Public Holiday.
- 33.3 For TZ Cleaner, Security, Guest Services and Sky Safari employees the first Monday in August each year will be a Picnic Day and will be treated as a Public Holiday.
- 33.4 For an employee who works according to an ordinary hours roster that covers every day of the week, if a Public Holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours. Employees who do not work the seven-day roster will not be entitled to this payment.

34. Uniforms, Personal Protective Clothing and Equipment

- 34.1 Where an employee is required to wear a uniform, Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 34.2 Taronga will provide ongoing TZ Works and Trades employees engaged full-time with an initial allocation of the following protective clothing:
- (a) 5 shirts
 - (b) 3 pairs of shorts/trousers
 - (c) 1 belt (if required)
 - (d) 1 sweatshirt
 - (e) 1 jacket
 - (f) 5 pairs of socks
 - (g) a pair of boots
 - (h) 1 wide brimmed hat
 - (i) 1 pair of safety glasses
 - (j) 1 set of wet weather gear.

Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.

- 34.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 34.4 Taronga will supply an employee who is required to work in wet weather with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots.
- 34.5 Where an employee is required to clean toilets or to use acids or other hazardous substances, they will be supplied with personal protective equipment by Taronga.
- 34.6 Protective equipment and clothing, together with replacement uniform items, are provided as needed. Unserviceable uniforms and equipment must be returned when a request for replacement is made.

- 34.7 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 34.8 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 34.9 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment with Taronga, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

Firearms

- 34.10 An employee must not carry firearms unless they are required to do so by Taronga.
- 34.11 If an employee is required by Taronga to carry firearms:
- (a) Taronga will train the employee in the use of the firearms with refresher courses every 12 months and the time taken for the training will be counted as time worked;
 - (b) the firearms will be provided by Taronga; and
 - (c) the firearms will be maintained in a reasonable condition by Taronga.

35. Secure Employment

35.1 Objective of this clause

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

35.2 Casual Conversion

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to ongoing 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 subclause within 4 weeks of the employee having attained such period of 6 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 33.2(a), upon receiving notice under subclause 33.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to Taronga 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 4 weeks of receiving such notice from the employee, Taronga shall consent to or refuse the election, but shall not unreasonably so refuse. Where Taronga 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 4 weeks of receiving written notice from Taronga, 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 Taronga.
- (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 33.2(c), Taronga and the employee shall, in accordance with this subclause, and subject to subclause 33.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Taronga and the employee.
- (g) Following an agreement being reached pursuant to subclause 33.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

36. Contractors and Volunteers

- 36.1 Subject to the provisions of this clause, wherever possible work carried out at either TWPZ or by a TZ Works and Trades areas, will be performed by employees of Taronga.
- 36.2 Where work requires specialist skills, tools, plant or equipment, Taronga will consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.
- 36.3 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities. (e.g. waste management).
- 36.4 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 36.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 36.6 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting the Taronga Conservation Society Australia.
- 36.7 Employees may be required to work co-operatively with volunteers and/or students and such work will not give rise to any claims for extra payments.

37. Anti-Discrimination

- 37.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 37.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 37.3 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 37.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 37.5 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 37.6 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.

38. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 38.1 A Union official or officer may enter Taronga Conservation Society Australia property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 38.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga Conservation Society Australia operations and must be approved by the relevant manager.
- 38.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga Conservation Society Australia property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.
- 38.4 A Union official will have regard for the provisions of the New South Wales *Industrial Relations Act 1996*.

Delegates

- 38.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.

- 38.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other Taronga nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- 38.7 Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where:
- (a) there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including SafeWork NSW and Work Health and Safety; and
 - (c) where relevant, there is an opportunity for Taronga Conservation Society Australia participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 38.8 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that:
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rules;
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and
 - (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1

Wage Rates (Weekly)

Classification	Weekly 10 July 2017
Apprentice	
Apprentice - 1st year	\$473.66
Apprentice - 2nd year	\$618.16
Apprentice - 3rd year	\$787.21
Apprentice - 4th year	\$905.77

TZ Labourer/Driver/Operator	
Grade 1	\$987.28
Grade 2	\$1038.42
Grade 3	\$1058.70
TZ Labourer/Driver/Operator (Leading Hand)	\$1099.11
TWPZ Labourer	
Grade 1	\$1002.56
Grade 2	\$1075.65
Grade 3	\$1096.43
Grade 4	\$1112.21
TWPZ Labourer (Leading Hand)	\$1170.63
Water Systems Operator	\$1150.16
Water Systems Operator (Leading Hand)	\$1178.69
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class)	
Grade 1	\$1066.91
Grade 2	\$1087.53
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class) (Leading Hand)	\$1138.17
TZ Tradesperson - Plumber	
Grade 1	\$1077.57
Grade 2	\$1098.83
TZ Tradesperson - Plumber (Leading Hand)	\$1149.48
Tradesperson - Electrical Fitter	
Grade 1	\$1136.42
Grade 2	\$1158.56
Tradesperson - Electrical Fitter (Leading Hand)	\$1209.22
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter	\$1121.16
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter (Leading Hand)	\$1171.97
TWPZ Tradesperson - Plumber	\$1131.44
TWPZ Tradesperson - Plumber (Leading Hand)	\$1183.29
Works and Trades Supervisor	
Year 1	\$1246.07
Year 2	\$1375.06
Year 3	\$1417.26
Year 4	\$1527.92
Year 5	\$1576.16
Sky Safari Attendant	
Grade 1	\$809.48
Grade 2	\$841.26
Sky Safari Operator	\$904.39
Senior Sky Safari Operator	\$1027.97
TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006	
Grade 1	\$826.40
Grade 2	\$922.31
Grade 3	\$975.99
Cleaner (Leading Hand)	\$1018.36
Cleaning Supervisor	\$1061.28
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006	
Grade 1	\$826.40
Grade 2	\$922.31
Grade 3	\$951.82
Cleaner (Leading Hand)	\$944.21

Cleaning Supervisor	\$1037.12
Guest Services Attendant	
Under 16 years	\$486.24
16 years	\$567.30
17 years	\$648.32
18 years and over	\$729.36
Junior Guest Services Officers employed after the date the award is made	
Under 16 years	\$539.68
16 years	\$629.61
17 years	\$719.55
Guest Services Officers; and Guest Services Officers under 18 years employed before the date the award is made	\$809.48
Senior Guest Services Officer	\$841.26
Guest Services Site Co-ordinator	\$985.04
Gatekeeper	\$913.14
Security Officer	
Grade 1	\$913.14
Grade 2	\$942.67
Senior Security Officer	\$975.10
Assistant Security Manager	\$1027.97
Security Manager	
Year 1	\$1526.32
Year 2	\$1657.35
Year 3	\$1788.36

SCHEDULE 2

Allowances

Description	
The following allowances will be payable on commencement of this Award and will be increased in line with any State Wage Case decisions.	
Tool Allowance	
Carpenter	\$31.19 pw
Motor Mechanic	\$31.19 pw
Painter	\$7.50 pw
Plasterer	\$25.71 pw
Plumber	\$31.19 pw
Welder (First Class)	\$31.19 pw
The following allowances will apply from the first full pay period on or after 1 July 2017 and will be increased in line with the increases to the wage rates contained in the Award	
Licence Allowance	
Plumber, Gasfitter and Drainer when required to act on:	
- Plumber licence	\$1.24 ph
- Gasfitter licence	\$1.24 ph
- Drainer licence	\$1.07 ph
- Plumber and gasfitter licence	\$1.67 ph
- Plumber and drainer licence	\$1.67 ph
- Gasfitter and drainer licence	\$1.67 ph
- Plumber, gasfitter and drainer licence	\$2.31 ph
Electricians	
- A Grade Licence	\$48.24 pw
- B Grade Licence	\$25.96 pw
Electrical Fitter tool allowance	\$19.45 pw
Electric Welding (DIRE Certificate)	\$0.72 ph
Plumber Certificate of Registration Allowance	\$0.96 ph

Chokage Allowance	\$9.12 pd
Fouled Equipment Allowance	\$9.12 pd
First Aid/Senior First Aid Allowance	\$16.64 pw
Occupational First Aid Allowance	\$25.04 pw
The following allowances will apply from the first full pay period on or after 1 July 2017 and will not be varied during the life of the Award	
Labourer/Driver/Operator Travel Allowance	\$10.20 pw
TWPZ Disability Allowance	\$15.50 pw
Insurance of Tools	\$1,495
The following allowance will apply from the first full pay period on or after 1 July 2017 and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office	
Overtime Meal Allowance	\$30.05
On Call (Standby Allowance)	\$0.95
The following allowance will apply from the first full pay period on or after 1 July 2017 and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).	
Laundry Allowance	\$4.85 pw
Bus Allowance - TWPZ only	\$5.52 per shift
Overnight Allowance	\$30.84 per shift

APPENDIX A: CLASSIFICATIONS

The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 9 - Workplace Flexibility and Multi-skilling of the Award or changing, with written advice, the expected nature and mix of duties consistent with the classification requirements.

TZ Labourer/Driver/Operator

20.2 A Labourer/Driver/Operator will undertake a mix of duties as directed by their Supervisor.

20.3 The requirements for a Labourer/Driver/Operator Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to be able to perform basic tasks in maintenance, construction and transport;
- (c) to have their performance monitored by close supervision; and
- (d) to complete the Induction Course.

20.4 The requirements of a Labourer/Driver/Operator Grade 2, in addition to the requirements of Labourer/Driver/Operator Grade 1, are:

- (a) minimum 12 months relevant experience;
- (b) to perform tasks in maintenance, construction and transport under general supervision and direction;
- (c) to operate relevant machinery and tools; and
- (d) to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia, including approved manual handling and WH&S awareness courses.

20.5 The requirements of a Labourer/Driver/Operator Grade 3, in addition to the requirements of Labourer/Driver/Operator Grade 2, are:

- (a) preparedness to fully integrate the duties of Driver, Labourer and Operator;

- (b) to have 2 years or more relevant experience;
- (c) to perform tasks without supervision;
- (d) to perform some complex tasks within the range of duties required by Taronga Conservation Society Australia exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to contribute to decision-making processes via relevant manager;
- (g) to be capable of and may be required to supervise employees; and
- (h) to undertake on-the-job training in basic tradespersons skills as required by Taronga Conservation Society Australia.

TZ Labourer/Driver/Operator (Leading Hand)

20.6 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic WH&S training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;
- (e) must have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) will undertake or have completed supervision training.

TWPZ Labourer

20.7 The requirements of a Labourer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by close direction and/or continual performance assessment;
- (d) to complete Induction Course.

20.8 The requirements of a Labourer Grade 2 are:

- (a) minimum 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by general supervision and direction; and
- (d) to be prepared to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia, including approved manual handling and WH&S awareness courses.

20.9 The requirements of a Labourer Grade 3 are:

- (a) minimum 2 years or more relevant experience;
- (b) to perform basic tasks without supervision;
- (c) to perform some complex tasks within the range of duties required by Taronga;
- (d) to exercise limited decision-making including exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia; and
- (g) to assist in running courses.

20.10 The requirements of a Labourer Grade 4 are:

- (a) minimum 3 years relevant experience;
- (b) to be able to perform a wide range of complex tasks;
- (c) to be able to work unsupervised and usually without detailed instructions;
- (d) to exercise independent action within established work practices; to be prepared to undertake on the job training to develop skills relevant to Taronga; and
- (e) to assist in running training courses.

TWPZ Labourer (Leading Hand)

20.11 The requirements of a TWPZ Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic WH&S training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;
- (e) to have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) to undertake or have completed supervision training.

Water Systems Operator

20.12 The requirements of a Water Systems Operator are:

- (a) to ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant;

- (b) to ensure the plant is maintained in a clean, presentable and operational manner, including using any additives as necessary;
- (c) to administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the relevant manager; and
- (d) to operate and maintain Taronga Conservation Society Australia water systems to satisfy approved stakeholder requirements.

Water Systems Operator (Leading Hand)

20.13 The requirements of a Water Systems Operator (Leading Hand) are:

- (a) have demonstrated experience in monitoring and optimising the performance of water systems to ensure water quality requirements are met and maintained;
- (b) have high level of experience in the maintenance and operations of water treatment systems;
- (c) to be able to identify and coordinate maintenance tasks associated with all water treatment systems liaising with external service providers.
- (d) to ensure that all works associated with water systems is carried out in a safe and efficient manner.
- (e) have the ability to train staff and document processes and procedures related to all water systems.
- (f) to ensure that all records are maintained to meet the requirements of all stakeholders and statutory authorities.
- (g) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (h) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (i) to exercise independent action;
- (j) to undertake on-the-job training in basic skills of other trades; and
- (k) to run training courses as required.

TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder (First Class), Electrical Fitter

20.14 The requirements of a Tradesperson Grade 1 are:

- (a) to undertake a full range of tradespersons duties;
- (b) to be able to work without supervision;
- (c) may work independently and be responsible for a section of work following established priorities and work practices;
- (d) to have completed Trade Certificate; and
- (e) will undertake on-the-job training in basic skills of other trades, as required.

20.15 The requirements of a Tradesperson Grade 2, in addition to the requirements of Tradesperson Grade 1, are:

- (a) 12 months or more relevant experience;
- (b) to exercise independent action;
- (c) to be capable of and may be required to supervise employees;
- (d) to contribute to decision-making processes via relevant management;
- (e) may assist in running training courses under the direction of the Supervisor;
- (f) will be required to have completed Trade Certificate; and
- (g) will undertake on-the-job training in basic skills of other trades, as a minimum.

TZ Tradesperson (Leading Hand)

20.16 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (c) to exercise independent action;
- (d) have completed Trade Certificate;
- (e) to undertake on-the-job training in basic skills of other trades; and
- (f) to run training courses as required.

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber

20.17 The requirements of a TWPZ Tradesperson are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trades Certificate;
- (g) to undertake on the job training in the basic skills of other trades; and
- (h) to conduct training.

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber (Leading Hand)

20.18 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;

- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to exercise independent action;
- (e) to have completed Trades Certificate;
- (f) to undertake on the job training in the basic skills of other trades; and
- (g) to conduct training courses.

Works and Trades Supervisor

20.19 The requirements of a Works and Trades Supervisor are:

- (a) to supervise staff, allocate duties, monitor performance, provide direction on work to be performed;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within the section;
- (c) to exercise independent action;
- (d) to liaise with senior staff in other sections to ensure a co-ordinated approach to work;
- (e) to undertake available management courses and training;
- (f) to ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of facilities, grounds and exhibits;
- (g) verify the work is completed relevantly and achieves Taronga Conservation Society Australia standards;
- (h) to manage, guide, develop and support allocated team members to achieve individual and Taronga Conservation Society Australia goals;
- (i) to drive the team's adoption of an enhanced customer focused approach; and
- (j) to ensure employees under their leadership adhere to all Taronga Conservation Society Australia policies, including work health, safety and environment requirements and the Code of Conduct.

Sky Safari Attendant

20.20 A casual employee, including nominated members of the Sky Safari rescue team, will be employed as a Sky Safari Attendant Grade 1.

20.21 The requirements of a Sky Safari Attendant Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to assist with ensuring the good order and safe operation of Sky Safari cable cars;
- (c) to provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;
- (d) to perform general cleaning and tidying of Sky Safari cabins and platforms;

- (e) to work closely with other departments of Taronga Conservation Society Australia to ensure a seamless experience for guests on Taronga Conservation Society Australia premises;
- (f) have performance monitored by close supervision; and
- (g) to undertake training as required and provided by Taronga, including Sky Safari Attendants training program.

20.22 The requirements of a Sky Safari Attendant Grade 2, in addition to the requirements of Sky Safari Attendant Grade 1, are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake training as required and provided by Taronga Sky Safari Operators

Sky Safari Operator

20.23 The requirements of a Sky Safari Operator, in addition to the requirements of Sky Safari Attendant Grade 2 are:

- (a) have a minimum 6 months relevant experience;
- (b) completion of Sky Safari Operator training and rescue team training;
- (c) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (d) to provide maintenance assistance as required;
- (e) to have performance monitored by supervision;
- (f) to complete relevant and required training as provided by Taronga, including Sky Safari Attendant training program at Sky Safari Attendant Grade 1 level; and
- (g) have completed Senior First Aid course.

Senior Sky Safari Operator

20.24 The requirements of a Senior Sky Safari Operator, in addition to the requirements of Sky Safari Operator, are:

- (a) 2 years relevant experience;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections; and
- (d) to provide maintenance assistance as required.

Cleaner

20.25 A casual Cleaner will be employed as a Cleaner Grade 1.

20.26 The requirements of a Cleaner Grade 1 are:

- (a) less than 12 months relevant experience;

- (b) to perform cleaning work of any description on Taronga Conservation Society Australia premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by Taronga, including the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training;
- (c) to distribute and maintain toilet and other requisites and cleaning materials in buildings or establishments;
- (d) to clean carpets including operating equipment used in powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');
- (e) to clean windows and other glass panels and doors, as required;
- (f) to operate 'ride-on' powered sweeping machines, where relevant training has been provided;
- (g) to operate steam cleaning and pressure washing equipment on the exterior of buildings no higher than 2.5 metres on one level;
- (h) to bring into or maintain Taronga Conservation Society Australia premises in a clean condition, whatever may be the nature of the employee's other duties;
- (i) to perform customer or public relations or other duties as required;
- (j) to have performance monitored by close supervision; and
- (k) to undertake relevant training as provided and required by Taronga.

20.27 The requirements of a Cleaner Grade 2, in addition to the requirements of Cleaner Grade 1 are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake relevant training as provided and required by Taronga.

20.28 The requirements of a Cleaner Grade 3, in addition to the requirements of Cleaner Grade 2, are:

- (a) to have performance monitored by supervision;
- (b) to have completed relevant and required training as provided by Taronga at Cleaner Grade 2 Grade;
- (c) to perform supervising of staff on an occasional basis;
- (d) to hold a full driver's licence (including endorsement to drive a manual vehicle);
- (e) to monitor stock levels (unsupervised);
- (f) to assist in the completion of Quality Assurance audits and facility maintenance audits; and
- (g) to assist in training new staff and retraining current staff.

Cleaner (Leading Hand)

20.29 The requirements of a Cleaner (Leading Hand), in addition to the requirements of Cleaner Grade 3, are:

- (a) to provide support and relief when required to Cleaning Supervisor/s;

- (b) to assist Cleaning Supervisor/s in general supervision of Grade 1, 2 and 3 cleaning duties;
- (c) to perform tasks without supervision;
- (d) to lead a team of cleaners;
- (e) to order supplies and perform administrative tasks as required;
- (f) to implement cleaning procedures and other relevant cleaning documentation;
- (g) to conduct quality assurance audits and facility maintenance audits;
- (h) to implement training programs for new staff and retraining programs for current staff; and
- (i) hold current Senior First Aid Certificate.

Cleaning Supervisor

20.30 The requirements of a Cleaning Supervisor are:

- (a) to perform the cleaning duties of Cleaner or Leading Hand Cleaner, as required;
- (b) to ensure the clean presentation of Taronga Conservation Society Australia premises by directing, co-ordinating and prioritising the work of cleaners;
- (c) to provide ongoing advice to the officer in charge of the cleaning department for the preparation of rosters and ensure their implementation;
- (d) verify the work of Cleaners is completed relevantly and achieves Taronga standards;
- (e) to supervise and lead cleaning employees;
- (f) to order supplies and receive deliveries;
- (g) to maintain building/s or section/s of Taronga Conservation Society Australia premises;
- (h) to maintain cleaning equipment;
- (i) to operate computer equipment and maintain records, as required;
- (j) to develop comprehensive training programs for staff at all Grades;
- (k) to develop and complete quality assurance audits and facility maintenance audits;
- (l) to perform general administration duties including computer based payroll systems, computer based record keeping systems, basic filing system management and other general administration duties; and
- (m) to develop and implement a roster that prioritises cleaning tasks to ensure that Taronga Conservation Society Australia premises are presented at their best at all times.

TWPZ Guest Services Attendant

20.31 The requirements of a Guest Services Attendant may include but are not limited to the following:

- (a) provide the highest level of customer service to guests;
- (b) meet and greet guests at any entry/exit point to Taronga Conservation Society Australia premises and within the zoo grounds;

- (c) facilitate the hiring of bicycles and motorised carts to visitors, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed;
- (d) perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction;
- (e) provide information and assistance to visitors, including distributing event information/maps, operating attractions, issuing directions, checking tickets after point of sale and other value-adding customer activities;
- (f) provide visitors with hire forms and operational instructions; and assist visitors in fitting equipment, completing forms, and checking equipment upon its return;
- (g) maintain bicycles and motorised carts and hire station in a clean and presentable manner; and
- (h) undertake on the job training as required and provided by Taronga.

Notes: Licensed drivers only are to operate motorised carts.

Built into the wage rate for this classification as set out in Schedule 1 of the Award is a component paid in lieu for any claims for shift loadings, except for a Public Holiday shift loading.

Guest Services Officer

20.32 The requirements of a Guest Services Officer are to perform any of the following tasks, or combination of tasks:

- (a) meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (b) operate Taronga Conservation Society Australia car park including the management of car park spaces, traffic flow, collection of parking fees and issuing receipts;
- (c) provide the highest level of customer service to guests;
- (d) undertake customer service duties as directed, including the provision of information to visitors, distributing event information/maps, and assisting and escorting guests;
- (e) perform administrative/operational duties to support guest services functions; and
- (f) undertake on the job training as required and provided by Taronga.

Senior Guest Services Officer

20.33 The requirements of a Senior Guest Services Officer, in addition to the requirements of Guest Services Officer, are:

- (a) more than 12 months relevant experience within a face to face Customer Service industry; and/or
- (b) to support and assist Guest Services Site Coordinator
- (c) to provide reports to Site Coordinator as required including daily issues;
- (d) to identify WH&S issues and generating work requisitions as necessary.;
- (e) possess a current Senior First Aid Certificate; and

- (f) to complete relevant and required training as provided by Taronga for Guest Services Officers.

Guest Services Site Coordinator

20.34 The requirements of a Guest Services Site Coordinator, in addition to the requirements of Senior Guest Services Officer, are:

- (a) more than 2 years supervisory relevant experience within the Customer Services, Tourism and/or Hospitality industry;
- (b) to meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (c) possess a current Senior First Aid Certificate or Occupational First Aid Certificate;
- (d) to undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and relevant staffing levels and signage, and liaise with management and other departments of Taronga regarding same as required;
- (e) to report on the impact of construction on guest circulation and advise as to alternative solutions to improve visitor experiences;
- (f) to report on guest impact of changes to animals on exhibit;
- (g) to resolve visitor issues, consulting with senior management as relevant;
- (h) to assist in pre-show activities, (e.g. Seal and Bird Shows);
- (i) to assist in briefings delivered by senior management;
- (j) to supervise or act as 'meet and greet host' for booked groups;
- (k) to supervise Guest Services personnel, volunteers and/or students; and
- (l) to prepare and distribute daily reports of activities within the ground as required.

Gatekeeper

20.35 The requirements of a Gatekeeper are:

- (a) while stationed at an entrance and/or exit, to control the movement of persons, vehicles, goods and/or property arriving or departing from Taronga Conservation Society Australia premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;
- (b) to perform area or door attendant/commissionaire role in a commercial building as required and where qualified;
- (c) to perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and
- (d) to undertake on the job training as required and provided by Taronga.

Security Officer

20.36 A casual Security Officer will be employed as a Security Officer Grade 1.

20.37 The requirements of a Security Officer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to observe, guard and/or protect Taronga Conservation Society Australia premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, staff and guests of Taronga as part of a team;
- (c) to be fully conversant with Taronga Conservation Society Australia Guest Services and Security procedures relating to Taronga operations, premises and/or property, including emergency procedures for environmental controls of exhibits;
- (d) to be conversant with location and use of all Taronga fire fighting equipment, including service and maintenance requirements;
- (e) to provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;
- (f) to be fully conversant with procedures for accepting injured animals after hours;
- (g) to possess a current Security Industry Certificate, and relevant security licence (1AC); and
- (h) to undertake or have completed on the job training.

20.38 The requirements of a Security Officer Grade 2, in addition to the requirements of Security Officer Grade 1, are:

- (a) more than 12 months relevant experience; and
- (b) to undertake required training as required and provided by Taronga.

Senior Security Officer

20.39 The requirements of a Senior Security Officer, in addition to the requirements of a Security Officer Grade 2, are:

- (a) a minimum of 3 years industry service; and
- (b) to assist Management in the management of operations as required.

Assistant Security Manager

20.40 The requirements of an Assistant Security Manager, in addition to the requirements of a Senior Security Officer, are:

- (a) liaise with management and other departments of Taronga regarding general security matters;
- (b) to direct inquiries from the general public to relevant management;
- (c) to deputise for the Security Manager as required; and
- (d) to assist the Security Manager in the management of operations.

Security Manager

20.41 The requirements of a Security Manager, in addition to the requirements of an Assistant Security Manager, are:

- (a) to manage, plan and co-ordinate Taronga security operations including recruitment and training of staff and provide reports as requested, including monthly financial reports and yearly budget plans;
- (b) to co-ordinate emergency procedures;
- (c) to direct Security Officers and Gatekeepers in the daily operations of the security team;
- (d) to oversee and develop Security Officer and Gatekeeper rosters; and
- (e) to perform security duties, and be on-call to respond to security emergencies/matters.

Note: Built into the Security Manager wage rates prescribed in Schedule 1, is a component paid in lieu of any claims for on call allowance, shift and/or overtime rates, except for elective overtime provided under the Overtime clause of the Award.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

VENUES NSW AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(Case No. 374503 of 2017)

Before Chief Commissioner Kite

20 December 2017

AWARD**Arrangement**

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8.	Terms of Engagement
9.	Casual Employment
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15.	Annualised Salary
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17.	Allowance for Temporary Assignments to Higher Non-Executive Roles
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19.	Allowance Payable for Use of Private Motor Vehicle
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45. Observance of Essential Religious or Cultural Obligations
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48. Sick Leave Requirements for Evidence of Illness
49. Sick Leave to Care for a Family Member
50. Sick Leave - Workers Compensation
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56. Trade Union Activities regarded as on Duty
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58. Trade Union Training Courses
59. Conditions Applying to on Loan Arrangements
60. Period of Notice for Trade Union Activities
61. Access to Facilities by Trade Union Delegates
62. Responsibilities of the Trade Union Delegate
63. Responsibilities of the Trade Union
64. Responsibilities of Workplace Management
65. Right of Entry Provisions
66. Travelling and other Costs of Trade Union Delegates
67. Industrial Action
68. Consultation and Technological Change
69. Deduction of Trade Union Membership Fees
70. Review of Allowances Payable in Terms of this Award

Annexure A - Salaries

Annexure B - Allowances

Annexure C - Classification Standards

1. Title

- 1.1 This award shall be known as the Venues NSW Award 2017.

2. Definitions

- 2.1 Agency Head - means the Chief Executive of the Office of Sport as defined in the Act or person authorised by the Agency Head.
- 2.2 Act - means the *Government Sector Employment Act 2013*.
- 2.3 Agency - means the Office of Sport.
- 2.4 Union - means the Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

3. Parties to the Award

The parties to this award are:

- 3.1 The Office of Sport;
- 3.2 The Industrial Relations Secretary; and
- 3.3 The Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

4. No Extra Claims

- 4.1 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 13 December 2018 by a party to this Award.
- 4.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

5. Application/Coverage/Scope

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

6. Period of Operation

- 6.1 This instrument shall operate from the first full pay period on or after 14 December 2017 and remain in force for a period of one (1) year, and rescinds and replaces the Venues NSW Award 2015 published 15 January 2016 (378 I.G. 1709), and any variation thereof.

7. Statement of Intent

- 7.1 This award aims to consolidate, in the one document, all common conditions of employment of employees in Venues NSW facilities (excluding the WIN Sports and Entertainment Centre), to encourage the consultative processes at the agency-wide and the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace.
- 7.2 Venues NSW and employees each recognise that the work practices that were used in the past may not be consistent with the current and future needs of Venues NSW and with work practices across the venue management industry. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of Venues NSW and provide consistent, fair and equitable working conditions to its employees.

8. Terms of Engagement

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

9. Casual Employment

- 9.1 This clause applies to casual employees allocated to Venues NSW facilities.
- 9.2 Hours of Work
- 9.2.1 A casual employee is engaged and paid on an hourly basis.
- 9.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 9.2.3 A casual employee shall not work more than 12 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 12 hours, except where longer periods are required by the usual work pattern of the role.
- 9.3 Rate of Pay
- 9.3.1 Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
- Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
- 9.3.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:
- 15%
- 9.3.3 Casual employees shall also receive a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.
- 9.3.4 The loading specified in paragraph 9.3.2 of this subclause is in recognition of the casual nature of the employment and compensates the employee for all leave, other than annual leave and long service leave, and all incidences of employment, except overtime.
- 9.4 Overtime
- 9.4.1 Casual employees shall be paid overtime for work performed:
- (a) In excess of 12 consecutive hours (excluding meal breaks) except where required by the usual work pattern of the role; or
 - (b) In excess of the daily roster pattern applicable for the particular class of work; or
 - (c) In excess of the standard weekly roster of hours for the particular class of work.
- 9.4.2 Overtime rates will be paid in accordance with the rates set in clause 37, Payment for Overtime and Time Off in Lieu of this award.
- 9.4.3 Overtime payments for casual employees are based on the loaded hourly rate set out in paragraph 9.3.2 of this clause.
- 9.4.4 The loading in lieu of annual leave as set out in paragraph 9.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- 9.5 Leave
- 9.5.1 Other than as described under subclauses 9.5, 9.6 and 9.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

- 9.5.2 As set out in paragraph 9.3.3 of this clause, casual employees will be paid a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.
- 9.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 9.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Agency Head must not fail to re-engage a regular casual employee (see section 54(2) of the Act) because:
- (i) The employee or employee's spouse is pregnant; or
- (ii) The employee is or has been immediately absent on parental leave.

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

9.6 Personal Carers entitlement for casual employees

- 9.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 9.6.4, and the notice requirements set out in paragraph 9.6.5 of this clause.
- 9.6.2 The Agency Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 9.6.3 The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 9.6.4 The casual employee shall, if required,
- (a) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
- (b) Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

9.7 Bereavement entitlements for casual employees

- 9.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 9.7.2 The Agency Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 9.7.3 The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- 9.7.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

9.8 Meal Break

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

9.9 Application of other clauses of this Award to casual employees

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

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

51	Sick Leave - Claims Other Than Workers Compensation
52	Special Leave
57	Leave for Matters Arising from Domestic Violence
56	Trade Union Activities Regarded as on Duty
57	Trade Union activities Regarded as Special Leave
58	Trade Union Training Courses
59	Conditions Applying to on Loan Arrangements

10. Part-Time Employment

10.1 General

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

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

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

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

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

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

10.2 Additional hours - Non-Annualised Employees

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

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

11. Classifications

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

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

12. Apprentices

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

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

2nd year (or equivalent training stage)	60
3rd year (or equivalent training stage)	75
4th year (or equivalent training stage)	85
Adult, at age 21 or over, regardless of Year of Apprenticeship	85

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

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

13. School Based Apprentices

- 13.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 13.2 The hourly rates for full-time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 13.3 For the purposes of subclause 13.2 of this clause, where a school based apprentice is a full-time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 13.4 The wages paid for training time may be averaged over the school term or year.
- 13.5 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 13.6 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 13.7 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.
- 13.8 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

14. Rates of Pay

- 14.1 The ordinary rates of pay relating to persons employed under this award are those applying in Annexure A to this award attached hereto.

15. Annualised Salary

- 15.1 The Agency Head may determine that an employee occupying a specified ongoing or temporary role will receive an annualised salary for all incidents of work under this Award.
- 15.2 Ongoing annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level and location, as set out in Annexure A.
- 15.3 An employee occupying a role classified at Level 8 or Level 9 as described in Table 3.2 of Schedule 3 of Annexure A to this award shall be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 3.2 respectively for Level 8 and Level 9.

- 15.4 Ongoing annualised part-time employees will be paid pro rata the rate for the appropriate skill level and location, as set out in Annexure A.
- 15.5 Annualised salary is paid as compensation for time worked in excess of ordinary hours, up to 20 hours per 28 day roster period.
- 15.6 Annualised salary is paid as compensation for other work related incidents and allowances, including on call allowance, meal break interruptions, shift penalties and travel time.
- 15.7 The calculation of time ‘worked’ during each 28 day cycle includes hours away from the work place on public holidays, recreation leave and sick leave.
- 15.8 Employees in receipt of an annualised salary can be required to work up to 20 hours per 28 day roster period, in excess of 152 hours, without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their equivalent pro rata normal working week hours.
- 15.9 Hours worked in excess of ordinary hours above 20 hours per 28 day roster period shall be accrued, at the employee’s discretion, as either overtime under clause 37 or as time off in lieu at a rate of one hour worked for one hour time in lieu.
- 15.10 Time off in lieu must be taken within 6 months of the leave accruing at a time and date agreed between the employer and the employee.
- 15.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 15.11.1 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2015 or any successor instrument, as varied from time to time, shall be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee’s salary or, where applicable, salary and allowance in the nature of salary.

16. Payment of Wages

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

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

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

18. First Aid Allowance

- 18.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in Annexure B of this award attached hereto.
- 18.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John’s Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society’s First Aid Certificates) issued within the previous three years.
- 18.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:
- 18.3.1 Is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and

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

19. Allowance Payable for Use of Private Motor Vehicle

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

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

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

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

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

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

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

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

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

20. Damage to Private Motor Vehicle Used for Work

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

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

- 20.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 20.2 Provided the damage is not the fault of the employee, the Agency shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 20.2.1 The damage was sustained on approved work activities; and
- 20.2.2 The costs cannot be met under the insurance policy due to excess clauses.

21. Overseas Travel

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

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

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

23. Lactation Breaks

- 23.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 23.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 23.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

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

24. Extended Leave

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

25. Absence from Work

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

26. Hours of Work

- 26.1 The ordinary hours of work shall be Monday to Sunday inclusive.
- 26.2 Ordinary hours shall be worked on a rostered basis over a 28 day period subject to the following limitations:
- 26.2.1 Except as provided by sub-clause 28.8 of clause 28 Rostered Days Off of this award, a maximum of 152 ordinary hours will be worked in any one 28 day period.
- 26.2.2 A maximum of 12 ordinary hours will be worked in any 24 hour period.
- 26.2.3 A minimum engagement of 3 hours to be worked consecutively.
- 26.3 Each employee will be entitled to a minimum of 8 hours break between each full shift. This clause does not apply to broken shifts.

- 26.4 The maximum ordinary hours of work for a full-time or part-time employee in any given week will be 60 hours.
- 26.5 Part-time employees - Hours of Work, refer to clause 10 of this award.
- 26.6 The working hours of employees and the manner of their recording, shall be as determined from time to time by the Agency Head. Such direction will include the definition of full-time contract hours as contained in clause 26, Hours of Work of this award.
- 26.7 The employee in charge of a division or branch of Venues NSW will be responsible to the Agency Head for the proper observance of hours of work and for the proper recording of such attendance.
- 26.8 The Agency Head may require an employee to perform duty beyond the hours determined under subclause 26.4 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 26.8.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- 26.8.2 Any risk to the employee's health and safety;
- 26.8.3 The urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 26.8.4 The notice (if any) given by the Agency Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- 26.8.5 Any other relevant matter.
- 26.9 The application of hours of work is subject to the provisions of this clause.
- 26.10 The ordinary hours may be worked on a full-time or part-time basis.
- 26.12 The Agency Head shall ensure that all employees employed in Venues NSW are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

27. Rosters - Ongoing and Temporary Employees

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

28. Rostered Days Off

- 28.1 The following sub-clauses do not apply to annualised employees. Refer clause 15 Annualised Salary of this award.
- 28.2 Full-time hours will be worked on the basis of 19 Rostered Days in each 28 day roster cycle.
- 28.3 Part-time employees are entitled to the number of Rostered Days Off specified in their part-time work agreement.

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

29. Meal Breaks and Allowances

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

30. Variation of Hours

- 30.1 If the Agency Head is satisfied that an employee is unable to comply with the general hours operating in the Agency because of limited transport facilities, urgent personal reasons, community or family reasons, the Agency Head may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- 30.1.1 The variation does not adversely affect the operational requirements;
- 30.1.2 There is no reduction in the total number of daily hours to be worked;
- 30.1.3 The variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 30.1.4 A lunch break of 30 minutes is available to the employee. The meal break may be up to one hour in duration with the agreement of the supervisor;

- 30.1.5 No overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;
- 30.1.6 Ongoing arrangements are documented; and
- 30.1.7 The Union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

31. Natural Emergencies and Major Transport Disruptions

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

32. Public Holidays

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

33. Overtime - General

- 33.1 An employee may be directed by the Agency Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - 33.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 33.1.2 Any risk to employee health and safety,
 - 33.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 33.1.4 The notice (if any) given by the Agency Head regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 33.1.5 Any other relevant matter.

33.2 Payment for overtime shall be made only where the employee works directed overtime.

34. Recall to Duty

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

35. Overtime Meal Breaks

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

36. Overtime Meal Allowances

- 36.1 If an adequate meal is not provided by the Agency, a meal allowance shall be paid by the Agency at the appropriate rate specified in Annexure 2 of this award attached hereto, provided the Agency Head is satisfied that:
- 36.1.1 The time worked is directed overtime;
- 36.1.2 The employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 36.1.3 Where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and

- 36.1.4 Overtime is not being paid in respect of the time taken for a meal break.
- 36.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Agency Head shall approve payment of actual expenses.
- 36.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 36.4 Receipts shall be provided to the Agency Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

37. Payment for Overtime and Time Off in Lieu

- 37.1 The following subclauses do not apply to annualised employees unless in accordance with subclause 15.9. Refer clause 15 Annualised Salary of this award.
- 37.2 The Agency Head shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of time off in lieu in accordance with subclause 37.7 of this clause.
- 37.3 All time worked by any ongoing or temporary, full-time or part-time employee in excess of the 12 working hours on any one day or in excess of 152 hours in any rostered work cycle will be deemed to be overtime.
- 37.4 All time worked by any casual employee in excess of 12 working hours on any one day will be deemed as overtime.
- 37.5 Overtime shall be based on the payment of time and one half for the first two hours and double time thereafter for work other than that performed on a Public Holiday.
- 37.6 Overtime performed on a public holiday shall be paid at the rate of double time and a half.
- 37.7 An ongoing or temporary employee may elect to take time off in lieu as an alternative to being paid overtime.
- 37.8 Time off in lieu is to be taken on a one for one basis. (i.e. ordinary rate)
- 37.9 Time off in lieu must be taken within 6 months of the leave accruing at the discretion of the manager.
- 37.10 Time off in lieu may be taken as full or half days.
- 37.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 37.12 All time accrued must be recorded in a format suitable and approved by the employee's manager.
- 37.13 Make-up Time -An ongoing or temporary employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 37.14 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time, shall be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee's salary or, where applicable, salary and allowance in the nature of salary.

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

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

39. Uniforms and Protective Clothing

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

40. Leave Without Pay

- 40.1 The Agency Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 40.2 Leave without pay may be granted on a full-time or a part-time basis.
- 40.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 40.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 40.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Agency Head.
- 40.6 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 40.7 No paid leave shall be granted during a period of leave without pay.

- 40.8 An ongoing appointment may be made to the employee's role if:
- 40.8.1 The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 40.8.2 The employee is advised of the Agency's proposal to permanently backfill their role; and
 - 40.8.3 The employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - 40.8.4 The Agency advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 40.9 The role cannot be filled on an ongoing basis unless the above criteria are satisfied.
- 40.10 The employee does not cease to be employed by the Agency if their role is backfilled on an ongoing basis.
- 40.11 Subclause 40.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 46.9.1(a) of clause 46, Parental Leave or to Military Leave granted in accordance with clause 44 of this award.

41. Recreation Leave

- 41.1 Accrual
- 41.1.1 Paid recreation leave for full-time employees and recreation leave for employees working part-time, accrues at the rate of 20 working days per year. Employees working part-time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 41.1.2 Recreation leave accrues from day to day.
- 41.2 Limits on Accumulation and Direction to Take Leave
- 41.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Agency Head in special circumstances.
 - 41.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Agency Head according to the wishes of the employee.
 - 41.2.3 The Agency Head shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Agency.
 - 41.2.4 The Agency Head shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Agency.
 - 41.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Agency must cooperate in this process. The Agency may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks.
- 41.3 Conservation of Leave - If the Agency Head is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Agency Head shall:
- 41.3.1 Specify in writing the period of time during which the excess shall be conserved; and

- 41.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 41.3.3 The Agency Head will inform an employee in writing on a regular basis of the employee's recreation leave accrual.
- 41.4 Miscellaneous
- 41.4.1 Recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 41.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 41.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 41.4.4 of this subclause.
- 41.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act* 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full-time working days, or their part-time equivalent, in any period of 12 months.
- 41.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 41.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 41.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 41.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 46, Parental Leave of this award.
- 41.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 41.4.9 An employee to whom paragraph 41.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 41.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 41.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 41.6.1 To the widow or widower of the employee; or
- 41.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 41.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Agency Head was, at the time of the employee's death, a dependent relative of the employee; or
- 41.6.4 If there is no person entitled under paragraphs 41.6.1, 41.6.2 or 41.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.

41.7 Recreation leave does not accrue during leave without pay other than

41.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;

41.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

41.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;

41.7.4 Incapacity for which compensation has been authorised under the Workplace Injury Management and Workers Compensation Act 1998; or

41.7.5 Periods which when aggregated, do not exceed 5 working days in any period of 12 months.

42. Annual Leave Loading

42.1 General - An employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 42.2 to 42.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

42.2 Maximum Loading - The annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time.

42.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

42.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:

42.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

42.4.2 If at least two weeks leave, as set out in paragraph 42.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.

42.4.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 42.4.1 of this subclause, is taken.

42.4.4 An employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.

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

43. Family and Community Service Leave

43.1 The Agency Head shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 43.2 of this clause. The Agency Head may also grant leave

for the purposes in subclause 43.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

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

44. Military Leave

- 44.1 During the period of 12 months commencing on 1 July each year, the Agency Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 44.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 44.3 Up to 24 working days military leave per financial year may be granted by the Agency Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 44.1 of this clause.
- 44.4 The Agency Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.
- 44.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 44.3 of this clause may be granted Military Leave Top up Pay by the Agency Head.
- 44.6 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 44.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Agencies are to continue to make superannuation contributions at the normal rate.
- 44.8 At the expiration of military leave in accordance with subclause 44.3 or 44.4 of this clause, the employee shall furnish to the Agency Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

45. Observance of Essential Religious Or Cultural Obligations

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

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

46. Parental Leave

- 46.1 Parental leave includes maternity, adoption and "other parent" leave.
- 46.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
- 46.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 46.2.2 For a further period of up to 12 months after the actual date of birth.
- 46.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 46.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 46.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 46.3.2 For such period, not exceeding 12 months on a full-time basis, as the Agency Head may determine, if the child has commenced school at the date of the taking of custody.
- 46.3.3 Special Adoption Leave - An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or family and community service leave.
- 46.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 46.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 46.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 46.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 46.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 46.5.1 applied for parental leave within the time and in the manner determined set out in subclause 46.10 of this clause; and
- 46.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 46.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) In advance as a lump sum; or

- (b) Fortnightly as normal; or
 - (c) Fortnightly at half pay; or
 - (d) A combination of full pay and half pay.
- 46.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full-time role who is on part-time leave without pay when they start parental leave is paid:
- 46.6.1 At the full-time rate if they began part-time leave 40 weeks or less before starting parental leave;
 - 46.6.2 at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements for the 40 weeks;
 - 46.6.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- 46.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 46.7.1 At the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
 - 46.7.2 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - 46.7.3 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 46.8 Except as provided in subclauses 46.5, 46.6 and 46.7 of this clause parental leave shall be granted without pay.
- 46.9 Right to request
- 46.9.1 An employee who has been granted parental leave in accordance with subclause 46.2, 46.3 or 46.4 of this clause may make a request to the Agency Head to:
 - (a) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) Return from a period of full-time parental leave on a part-time basis until the child reaches school age (Note: returning to work from parental leave on a part-time basis includes the option of returning to work on part-time leave without pay);
 - (c) To assist the employee in reconciling work and parental responsibilities.
 - 46.9.2 The Agency Head shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Agency Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 46.10 Notification Requirements
- 46.10.1 When an Agency is made aware that an employee or their spouse is pregnant or is adopting a child, the Agency must inform the employee of their entitlements and their obligations under the award.

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

extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.

46.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.

46.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:

46.17.1 Accrued recreation leave at the date leave commences is exhausted within the period of parental leave;

46.17.2 The total period of parental leave is not extended by the taking of recreation leave at half pay;

46.17.3 When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full-time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full-time rate.

46.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Agency Head, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

46.19 If such adjustments cannot reasonably be made, the Agency Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

46.20 Communication during parental leave

46.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Agency shall take reasonable steps to:

(a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and

(b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

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

46.20.3 The employee shall also notify the Agency Head of changes of address or other contact details which might affect the Agency's capacity to comply with paragraph 46.20.1 of this subclause.

47. Sick Leave

47.1 Illness in this clause and in clauses 48 and 49 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

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

- 47.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Agency Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 47.8 Seasonal or relief employees - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

48. Sick Leave - Requirements for Evidence of Illness

- 48.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Agency Head in respect of the absence.
- 48.2 In addition to the requirements under subclause 47.2 of clause 47, Sick Leave of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Agency Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Agency Head for each occasion absent for the balance of the calendar year.
- 48.3 As a general practice backdated medical certificates will not be accepted. However if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Agency Head is satisfied that the reason for the absence is genuine.
- 48.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Agency Head will advise them in advance.
- 48.5 If the Agency Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the nominated medical assessor for the NSW public sector for advice.
- 48.5.1 The type of leave granted to the employee will be determined by the Agency Head.
- 48.5.2 If sick leave is not granted, the Agency Head will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 48.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Agency.
- 48.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 48.7.1 Up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Agency Head's discretion, another registered health services provider, or
- 48.7.2 Where the absence exceeds one week, and unless the health provider listed in paragraph 48.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 48.7.3 At the Agency Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 48.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Agency Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Agency Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 48.8.1 In respect of recreation leave, the period set out in the evidence of illness;

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

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

49. Sick Leave to Care for a Family Member

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

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

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

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

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

49.4.2 The person concerned being:

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

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

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

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

50. Sick Leave - Workers Compensation

50.1 The Agency Head shall advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

50.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.

- 50.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Agency Head shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 50.4 The Agency Head will ensure that, once received by the Agency, an employee's workers compensation claim is lodged by the Agency with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 50.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Agency Head shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 50.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 50.7 If an employee notifies the appropriate Agency Head that he or she does not intend to make a claim for any such compensation, the Agency Head shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 50.8 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 50.9 If the Agency Head provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 50.10 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 50.11 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 50.11.1 The employee's claim for workers compensation;
- 50.11.2 The conduct of a medical examination by a Government or other Medical Officer;
- 50.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 50.11.4 Action taken by the Agency Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

51. Sick Leave - Claims Other Than Workers Compensation

- 51.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:
- 51.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Agency to the employee; and

- 51.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Agency the monetary value of any such period of sick leave.
- 51.2 Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Agency Head is satisfied that the refusal or failure is unavoidable.
- 51.3 On repayment to the Agency of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

52. Special Leave

52.1 Special Leave - Jury Service

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

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

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

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

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

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

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

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

52.5 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

52.6 Special Leave - Examinations -

52.6.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Agency Head.

- 52.6.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 52.6.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 52.7 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Union delegates to undertake Union activities as provided for in clause 57, Trade Union Activities Regarded as Special Leave of this award.
- 52.8 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to an employee who is temporarily living away from home as a result of work requirements. Such employee shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted recreation leave, extended leave to credit or leave without pay, if the operational requirements allow.
- 52.9 Return Home When Transferred to New Location - Special leave shall be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 52.10 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 52.11 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Agency Head for such other purposes, subject to the conditions specified in the guidelines issued by the Public Service Commissioner at the time the leave is taken.
- 52.12 Matters arising from domestic violence situations.
- 52.12.1 When the leave entitlements referred to in clause 53, Leave for Matters Arising from Domestic Violence, have been exhausted, the Agency Head 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.

53. Leave for Matters Arising from Domestic Violence

- 53.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 53.2 Leave entitlements provided for in clause 43, Family and Community Service Leave, clause 47, Sick Leave and clause 49, Sick Leave to Care for a Family Member, may be used by employees experiencing domestic violence.
- 53.3 Where the leave entitlements referred to in subclause 53.2 are exhausted, Agency Heads shall grant Special Leave as per subclause 52.11.
- 53.4 The Agency Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 53.5 Personal information concerning domestic violence will be kept confidential by the Agency.

- 53.6 The Agency Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

54. Disputes Procedure

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

55. Anti-Discrimination

- 55.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 55.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

55.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

55.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

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

55.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

55.6 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

56. Trade Union Activities Regarded as on Duty

56.1 A Union delegate will be released from the performance of normal Agency duty when required to undertake any of the activities specified below. While undertaking such activities the Union delegate will be regarded as being on duty and will not be required to apply for leave:

56.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2011.

56.1.2 Attendance at meetings with workplace management or workplace management representatives;

56.1.3 A reasonable period of preparation time, before-

(a) Meetings with management;

(b) Disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and

(c) Any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time;

56.1.4 Giving evidence in court on behalf of the employer;

56.1.5 Presenting information on the Union and Union activities at induction sessions for new employees of the Agency; and

56.1.6 Distributing official Union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

57. Trade Union Activities Regarded as Special Leave

57.1 The granting of special leave with pay will apply to the following activities undertaken by a Union delegate, as specified below:

57.1.1 Annual or biennial conferences of the Union;

57.1.2 Meetings of the Union's Executive, Committee of Management or Councils;

57.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

57.1.4 Attendance at meetings called by the Unions NSW involving the Union which requires attendance of a delegate;

57.1.5 Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;

57.1.6 Giving evidence before an Industrial Tribunal as a witness for the Union;

57.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 56, 57 and 58 apply.

58. Trade Union Training Courses

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

58.1.1 Accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Agency Head and the Union.

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

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

59. Conditions Applying to on Loan Arrangements

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

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

- (a) As an Executive Member; or

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

59.1.2 Briefing counsel on behalf of the Union;

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

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

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

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

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

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

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

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

60. Period of Notice for Trade Union Activities

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

61. Access to Facilities By Trade Union Delegates

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

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

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

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

62. Responsibilities of the Trade Union Delegate

62.1 Responsibilities of the Union delegate are to:

- 62.1.1 Establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;
- 62.1.2 Participate in the workplace consultative processes, as appropriate;
- 62.1.3 Follow the dispute settling procedure applicable in the workplace;
- 62.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;
- 62.1.5 Account for all time spent on authorised Union business;
- 62.1.6 When special leave is required, to apply for special leave in advance;
- 62.1.7 Distribute Union literature/membership forms, under local arrangements negotiated between the Agency Head and the Union; and
- 62.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

63. Responsibilities of the Trade Union

63.1 Responsibilities of the Union are to:

- 63.1.1 Provide written advice to the Agency Head about a Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 63.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management of this award;
- 63.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 63.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 63.1.5 Apply to the Agency Head well in advance of any proposed extension to the "on loan" arrangement;
- 63.1.6 Assist the workplace management in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 63.1.7 Advise employer of any leave taken by the Union delegate during the on loan arrangement.

64. Responsibilities of Workplace Management

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

- 64.1.1 Release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 64.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Union to arrange representation at the session;

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

65. Right of Entry Provisions

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

66. Travelling and Other Costs of Trade Union Delegates

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

67. Industrial Action

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

68. Consultation and Technological Change

- 68.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Union.

- 68.2 The Agency management shall consult with the Union prior to the introduction of any technological change.

69. Deduction of Trade Union Membership Fees

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

70. Review of Allowances Payable in Terms of This Award

- 70.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

70.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):

- (a) Clause 36, Overtime Meal Allowances, for breakfast, lunch and dinner.

70.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) Clause 19, Allowances Payable for the Use of Private Motor Vehicle.

70.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 39, Laundry Allowance;
(b) Clause 36, Overtime Meal Allowances, for supper.

70.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 18, First Aid Allowance;
(b) Clause 38, On-Call (Stand-by) and On-Call Allowance.

Annexure A - Salaries

Table 1.1 - Ongoing and Temporary Employees, non-annualised salary

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

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

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

Level	Step	Annual Rate \$
		14 December 2017 +2.5%
Venues Officer		
1	1	41,902
2	1	43,597
	2	44,132
	3	45,565
3	1	46,896
	2	48,145
	3	50,375
4	1	51,173
	2	53,050
	3	55,274
5	1	61,314
	2	64,332
	3	67,351
6	1	70,230
	2	73,110
	3	76,775
7	1	80,240
	2	83,362
	3	86,483

Junior Rates

Employees engaged as weekly employees or as casuals under the provisions of Table 3.1 or Table 3.2, above, who are less than 18 years of age shall be paid according to the following scale:

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

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

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

Table 1.2 - Annualised Salaried Employees

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

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

Level 8 and Level 9 employees shall be paid a salary in accordance with the employee's relevant level and within the salary range as set out in Table 3.2 as per clause 15 Annualised Salary of this award.

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

Level Venues Officer	Step	Salary Per Annum 14 December 2017 +2.5% \$
1		N/A
2	1	54,859
	2	55,532
	3	57,664
3	1	59,010
	2	60,582
	3	63,386
4	1	64,396
	2	66,751
	3	96,557
5	1	77,154
	2	80,952
	3	87,752
6	1	88,372
	2	91,994
	3	96,481
7	1	100,968
	2	104,894
	3	108,821
8	Pay Point Min	113,411
	Max	121,728
9	Pay Point Min	126,010
	Max	143,022

ANNEXURE B - ALLOWANCES

Item No	Clause No	Description	Amount Per Annum
1	18.1	First Aid Allowance	
		Holders of basic qualifications	\$888
		Holders of current occupational first aid certificate	\$1,334
2		Use of Private Motor Vehicle	Cents per Kilometre
		19.2 Official business	66
		19.2 Casual rate (40% of official business rate)	26.4
		Motor cycle allowance	33
		19.7 Towing trailer or horse float	8.6
3	36.1	Overtime meal allowances	
		Breakfast	\$30.05
		Lunch	\$30.05
		Dinner	\$30.05
		Supper	11.15
4	38.1	On-call (stand-by) and on-call allowance	\$0.96 per hour
5	39.2	Laundry allowance	\$4.85 per week

ANNEXURE C - CLASSIFICATION STANDARDS

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

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

Progression within Levels 1 to 7 shall be by way of incremental progression in terms of Rule 14 of the Government Sector Employment Regulation 2014.

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

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

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

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

the Agency's budget considerations.

P. KITE , Chief Commissioner

Printed by the authority of the Industrial Registrar.

**AMBULANCE SERVICE OF NEW SOUTH WALES
ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 25519 and 255540 of 2017)

Before Chief Commissioner Kite

31 August 2017

VARIATION

1. Delete subclause (l) of clause 9, Overtime, of the award made 13 July 2017 and insert in lieu thereof the following:
 - (l) All overtime worked by shift workers on Saturdays and Sundays shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.
2. These variations shall take effect on and from 19 April 2017.

P. KITE , Chief Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Care Complaints Commission.

(Case No. 347094 of 2017)

Before Chief Commissioner Kite

24 November 2017

VARIATION

1. Delete Part B Monetary Rates of the award published 21 October 2016 (380 I.G. 1013), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Medical Adviser	1 October 2017 2.5% Per Hour \$
Level 1	124.94
Level 2	134.17
Level 3	143.42

2. This variation shall take effect from the first full pay period commencing on or after 1 October 2017.

P. KITE ,Chief Commissioner

Printed by the authority of the Industrial Registrar.

(1885)

SERIAL C8769

NSW AMBULANCE DEATH AND INCOME PROTECTION BENEFITS INTERIM (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/336359)

Before Chief Commissioner Kite

8 November 2017

VARIATION

1. Delete the list of annexures in clause 2, Arrangement and substitute with the following:

Annexure A - Definition of 'Suitable Employment'
Annexure B - Benefits for On Duty Death
Annexure C - Benefits for Off Duty Death
Annexure D - Transitional Benefits
Annexure E - Components of 'Salary'

2. Delete the paragraph under definition of "officer" in clause 3, Definitions and insert in lieu thereof the following:

"Officer" means an employee in a classification for which it is an essential requirement that they possess, or undertake the Diploma in Paramedical Science (or an equivalent, or its predecessor qualification). This is confined to classifications under Clause 5 Classifications of the Operational Ambulance Officers (State) Award and Clause 4 Definitions of the Operational Ambulance Managers (State) Award, as varied or replaced from time to time, but excludes temporary and casual employees of both Awards. For the purpose of this award, NSW Ambulance positions designated as Health Relationship Manager are included in the definition of officer at the operative date of this Award.

3. Delete the paragraph under definition of "on duty injury" in clause 3, Definitions and insert in lieu thereof the following:

"on duty injury" means an injury (including a disease injury) for which an officer is entitled to compensation under the applicable terms and provisions of the *Workers Compensation Act 1987*, as amended or replaced from time to time.

4. Delete the paragraph under definition of "suitable employment" in clause 3, Definitions and insert in lieu thereof the following:

"suitable employment" means the same as the definition prescribed in the applicable provisions of the *Workers Compensation Act 1987*, as amended or replaced from time to time. The applicable definition that has application from the commencement of this Award is contained at Annexure A to this Award.

5. Delete paragraph 6.3.4 in subclause 6.3 of clause 6, Insurance and insert in lieu thereof the following:

6.3.4 who would have been covered and eligible for benefits in respect of that disability under the Ambulance Service of NSW Death and Disability (State) Award,

6. Delete subclause 7.1 in clause 7, Lump Sum Payments for Death and insert in lieu thereof the following:

- 7.1 Officers shall be entitled to a lump sum payment in accordance with Annexure B to this Award in the event that an on duty injury results in an officer's death.

7. Delete the words "Annexure B" wherever they appear in subclause 7.3 of clause 7, Lump Sum Payments for Death and substitute with the following:

Annexure C

8. Delete subclause 7.5 in clause 7, Lump Sum Payments for Death and insert in lieu thereof the following:

- 7.5 Entitlements to receive a lump sum benefit from the First State Super insurance superannuation scheme shall be assessed in accordance with the applicable trust deed and policy document that applies at such time. Any dispute will be assessed in accordance with the First State superannuation scheme's Disputes and Complaints procedure, as varied or replaced from time to time. This includes any dispute as to entitlement to receive a lump sum payment from the First State Insurance Superannuation Scheme.

9. Delete subclause 8.3 and insert in lieu thereof the following:

- 8.3 Entitlements to income protection benefits shall be assessed in accordance with the terms of the insurance policy. Any associated dispute will be assessed in accordance with the insurance policy's Disputes and Complaints procedure as contained in the insurance policy.

10. Delete the words "Annexure C" in subclause 10.1, in clause 10, Transitional Payments for On Duty Total and Permanent Disability and substitute with the following:

Annexure D

11. Delete the words "Annexure C" in subclauses 11.1 and 11.3 in clause 11, Transitional Payments for Off Duty Total and Permanent Disability substitute with the following:

Annexure D

12. Delete subclause 12.5 in clause 12, Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability and insert in lieu thereof the following:

- 12.5 An officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with the following NSW Ambulance policies and procedures:

- a. Workers Compensation and Recovery at Work Operating Procedure' (PRO2016-035);
- b. Redeployment of Injured Workers Under Workers Compensation Operating Procedure (PROC2015_010);

as varied or replaced from time to time, leading to a return to pre-injury employment wherever possible.

13. Delete subclause 12.6 in clause 12, Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability and insert in lieu thereof the following:

- 12.6 An officer who suffers an off duty related injury/illness, shall receive rehabilitation/retraining consistent with the non work related injuries/illness section/s of the NSW Ambulance's "Workers Compensation and Recovery at Work Operating Procedure (PRO2016_035)", as varied or replaced from time to time, leading to a return to pre-injury employment wherever possible.

14. Delete paragraphs 12.6.1 and 12.6.2 in subclause 12.6 of clause 12, Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability and insert in lieu thereof the following:

12.6.1 No medical or rehabilitation costs will be met by NSW Ambulance for off duty injuries.

12.6.2 Where a return to pre-injury employment is not possible as determined by the medical assessor, the officer will be declared as suffering a partial and permanent disability and opportunities for

permanent placement in suitable employment will be sought wherever reasonably practical. Suitable employment can include redeployment to an administrative position.

12.6.3 If permanent placement in suitable employment within NSW Ambulance is not possible the employment of the officer may be terminated and, in such circumstances, the officer shall be paid a lump sum payment equivalent to the unexpired portion of the two year full salary or full salary to age 60 (whichever is the lesser). In the case of permanent part time officers, the entitlements under this sub clause are calculated on a pro rata basis. The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.

15. Delete subclause 12.8 in clause 12, Rehabilitation, Retraining and Transitional Payments for Officers Who Suffer Partial and Permanent Disability and insert in lieu thereof the following:

12.8 An adequate opportunity will be given to the officer concerned and the Union (unless the officer expressly declines to agree to the Union being informed) to consider the NSW Ambulance's opinion that no suitable employment is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to cessation of employment. Such opportunity will also be given in situations where it is disputed that any alternate employment is genuinely suitable. The officer's place of residence will also be considered when determining suitable employment.

16. Delete subclause 13.4 in clause 13, Insurance and Assessment of Entitlement to Transitional Benefits and insert in lieu thereof the following:

13.4 Entitlement to benefits to be provided by NSW Ambulance pursuant to this Part may be assessed by an assessment provider engaged by NSW Ambulance, or by NSW Ambulance. Any dispute can be initially assessed in accordance with clause 16 of this award.

17. Delete subclause 13.5 in clause 13, Insurance and Assessment of Entitlement to Transitional Benefits and insert in lieu thereof the following:

13.5 Entitlement to receive a lump sum benefit under clause 10 and 11 from the First State Super superannuation scheme shall be assessed in accordance with the terms of the First State Super superannuation scheme Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super superannuation scheme's Disputes and Complaints procedure.

18. Delete subclause 15.3 in clause 15, Health and Wellness Program and insert in lieu thereof the following:

15.3 1.9% of the Government's maximum contribution as stipulated at subclause 18.2 of this Award will be used to fund initiatives under the Health and Wellness Program.

As an example: If the Government's maximum contribution pursuant to 18.2 was \$10 million, then subclause 15.3 provides a fund of \$190,000 for initiatives under the Health and Wellness Program.

19. Delete subclause 16.2 in clause 16, Grievance Mechanism and insert in lieu thereof the following:

16.2 With the exception of the procedures outlined in subclauses 7.5, 8.3 or 13.5 of this Award, if an issue gives rise to a dispute, it shall be dealt with in accordance with the issue resolution procedures in Operational Ambulance Officers (State) Award and the Operational Ambulance Managers (State) Award, as amended or replaced from time to time.

20. Delete entire subclause 16.3, in clause 16, Grievance Mechanism.

21. Insert the following new subclause in clause 19, Area, Incidence and Duration:

19.4 This Award was varied on 8 November 2017 to operate retrospectively on and from 8 May 2017, in accordance with IRC Matter Number 157357 of 2017.

22. Immediately before Annexure A, insert new Annexure A as follows:

ANNEXURE A

Definition of ‘Suitable Employment’ pursuant to section 43A of the *Workers Compensation Act 1987*

- (1) Suitable employment in relation to a worker, means employment in work for which the worker is suited, having regard to the following:
 - (a) the nature of the worker’s incapacity and pre-injury employment,
 - (b) the worker’s age, education, skills and work experience,
 - (c) the worker’s place of residence,
 - (d) the details given in the medical certificate supplied by the worker,
 - (e) the provisions of any injury management plan for the worker,
 - (f) any suitable employment for which the worker has received rehabilitation training,
 - (g) the length of time the worker has been seeking suitable employment,
 - (h) any other relevant circumstances.
- (2) In the case of employment provided by the worker’s employer, suitable employment includes:
 - (a) employment in respect of which:
 - (i) the number of hours each day or week that the worker performs work, or
 - (ii) the range of duties the worker performs, is suitably increased in stages (in accordance with a rehabilitation plan or return-to-work plan or otherwise), and
 - (b) if the employer does not provide employment involving the performance of work duties-suitable training of a vocationally useful kind provided:
 - (i) by the employer at the workplace or elsewhere, or
 - (ii) by any other person or body under arrangements made with the employer, but only if the employer pays an appropriate wage or salary to the worker in respect of the time the worker attends the training concerned.
- (3) However, in any such case, suitable employment does not include:
 - (a) employment that is merely of a token nature and does not involve useful work having regard to the employer’s trade or business, or
 - (b) employment that is demeaning in nature, having regard to subsection (1) (a) and (b) and to the worker’s other employment prospects.
- (4) A worker is to be regarded as suitably employed if:
 - (a) the worker’s employer provides the worker with, or the worker obtains, suitable employment, or
 - (b) the worker has been reinstated to the worker’s former employment under Part 7 of Chapter 2 of the *Industrial Relations Act 1996*.

23. Rename previous Annexure A to Annexure B and delete the paragraph under the heading, BENEFITS FOR ON DUTY DEATH and substitute with the following:

Entitlements to receive lump sum benefits shall be in accordance with the applicable First State Superannuation Scheme Trust Deed and Policy Document.

24. Rename previous Annexure B to Annexure C and delete the paragraph under the heading, BENEFITS FOR OFF DUTY DEATH and substitute with the following:

Entitlements to receive lump sum benefits shall be in accordance with the applicable First State Superannuation Scheme Trust Deed and Policy Document. Lump sum benefits shown in the table below are payable from the First State Super insurance superannuation scheme in accordance with the scheme's trust deed and policy document.. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

25. Rename previous Annexure C to Annexure D.
26. Rename previous Annexure D to Annexure E.
27. This variation shall take effect on and from 8 May 2017.

P KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL MEDICAL OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 248506 of 2017)

Before Chief Commissioner Kite

21 August 2017

VARIATION

1. Insert in clause 2, Definitions of the award published 29 July 2016 (380 I.G. 615) after the definition "Career Medical Officer the following new definition:

"Day Worker" means a worker who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of a shift system.

2. Insert in clause 2, Definitions after the definition "Public Health Organisation" the following new definition:

"Shift Worker" means a worker who is not a day worker as defined.

3. This variation shall take effect on and from 21 August 2017.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280806 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

1. Delete Part B, Monetary Rates of the award published 15 January 2016 (378 I.G. 824) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Adult Wages**

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 16 December 2017.

Grade	SWC 2016 %	Weekly Rate Including 2016 Increase \$	SWC 2017 %	Weekly Rate Including 2017 Increase \$
1	2.5	726.00	2.5	744.20
2	2.5	753.00	2.5	771.80
3	2.5	796.20	2.5	816.10
4	2.5	849.90	2.5	871.10
5	2.5	928.10	2.5	951.30

Table 2 - Junior Wages

- (a) Equivalent to grade 3 or above

Age	SWC 2016 %	Weekly Rate Including 2016 Increase \$	SWC 2017 %	Weekly Rate Including 2017 Increase \$
At 17 years of age	2.5	383.20	2.5	392.80
At 18 years of age	2.5	473.70	2.5	485.50
At 19 years of age	2.5	541.30	2.5	554.80
At 20 years of age	2.5	639.00	2.5	655.00

- (b) All other junior employees

Age	SWC 2016	Weekly Rate Including 2016 Increase %	SWC 2017	Weekly Rate Including 2017 Increase
Under 17 years of age	2.5	287.60	2.5	294.80
At 17 years of age	2.5	360.20	2.5	369.20

At 18 years of age	2.5	441.45	2.5	452.50
At 19 years of age	2.5	500.50	2.5	513.00
At 20 years of age	2.5	589.90	2.5	604.60

Table 3 - Telephone Canvassers (Other than for the Sale of Goods)

Classification	SWC 2016 %	Weekly Rate Full- time \$	SWC 2017 %	Weekly Rate Full- time \$	Weekly Rate Part- time (Weekly rate divided by 38) \$	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading includes 1/12 holiday pay) \$
Telephone Canvasser	2.5	697.10	2.5	714.50	18.80	25.27

Table 4 - Other Rates and Allowances

Item No.	Clause	Brief Description	2016 Amount \$	2017 Amount \$
1	9.9.1	Saturday Loadings: Adult Employees under 21 years of age	20.80 14.05	21.30 14.40
2	10.3.2	Meal Money (shift Work)	15.00	15.40
3	13.1	Meal Allowance (Overtime)	15.00	15.40
4	13.5	Own Car Allowance: per week For vehicle 1,500cc and under For a vehicle over 1,500cc	110.50 136.55	113.30 140.00
5	13.5	Own Car allowance For use on a casual or incidental basis	0.75 per Km	0.77 per km
6	13.7	First-Aid Allowance	12.40	12.70

2. This variation shall take effect from the first pay period to commence on or after 16 December 2017.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 281078 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

1. Delete Part B, Monetary Rates, of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 Wage Rates**

Clause 5 Wage Rates	SWC 2017 (3.3%)
Technical / Trades Band Level 1	878.90
Technical / Trades Band Level 2	966.80
Technical / Trades Band Level 3	1106.00
Professional Band Level 1	966.80
Professional Band Level 2	1106.00
Professional Band Level 3	1239.90
Professional Band Level 4	1449.00
Apprentice 1 year	486.50
Apprentice 2 year	574.50
Apprentice 3 year	660.10
Apprentice 4 year	743.30

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2017.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2017. These adjustments may offset against:

- (i) Any equivalent over-award payments, and/or
- (ii) award wage increases other than State Wage Case adjustments.

Table 2 Other Rates and Allowances

Special Allowance	Amount \$
(a) Dirty work	0.37
(b) Wet places	0.42
(c) Confined spaces	0.42
(d) Working underground	0.37
(e) Working with raw sewerage	8.20
Clause 8 Tool Allowance	
(i) Tools Electrical Tradesperson	33.80
(iv) (b) Compensation for lost tools	86.00
Clause 14 On call	
(iii) on call allowance	111.90
Clause 15 Meal Time Allowance	
(i) meal allowance	15.20
(ii) (a) meal allowance	15.20
(ii) (b) meal allowance on overtime	11.80
Clause 24 Traveling Allowance	
3-10km	5.20
10-20km	9.50
20-30km	13.50
30-40km	17.50
40-50km	21.60
Each additional km	0.41
Clause 27 Driving of Motor Vehicles	
(ii) (a) Use of private motor vehicle	
Under 2.5 litres cents per km	0.68
2.5 litres and over cents per km	0.78
(b) Minimum yearly allowance	7556.60
Clause 28 Industry Allowance	
Industry allowance	56.40
Clause 31 Miscellaneous	
(ii) (a) West of the line allowance	1.03
(iii) First aid allowance	3.28

2. This variation shall take effect from the first full pay period commencing on and from 28 September 2017.

P. KITE, Chief Commissioner

(1925)

SERIAL C8763

LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 281251 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

1. Delete Part B of the award published 19 February 2016 (379 I.G. 254) and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

	Current Rate p/week from 28 September 2017 \$
Care Service Employees	
New Entrant Grade 1 Junior	691.50
Grade 1	807.20
Grade 2	857.90
Grade 3	909.20
Grade 4	
- Level 1	956.60
- Level 2	1,038.20
Grade 5 - from	1,107.20
- to	1,636.10

1. Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.
2. Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week from 28 September 2017 \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	949.90
Maintenance Supervisor (Otherwise)	
- in charge of staff	970.40
Maintenance Supervisor (Tradesperson)	1,029.90

Catering Officer	
Trainee Catering Officer	
1st year	840.30
2nd year	855.40
3rd year	872.80
Assistant Catering Officer	
80-120 beds	881.40
120-300 beds	938.70
300-500 beds	1,007.30
500-1000 beds	1,034.10
	Current Rate p/week from 28 September 2017 \$
Catering Officer	
80-120 beds	980.10
120-200 beds	1,007.30
200-300 beds	1,034.10
300-500 beds	1,085.70
500-1000 beds	1,171.90
Diversional Therapist	
1st year of experience	876.70
2nd year of experience	920.30
3rd year of experience	963.50
4th year of experience	1,006.50
5th year of experience and thereafter	1,047.80
Dieticians	
1st year of service	954.50
2nd year of service	996.40
3rd year of service	1,046.20
4th year of service	1,100.10
5th year of service	1,150.00
6th year of service	1,189.90
7th year of service	1,219.90
Therapists and Social Workers (excluding Diversional Therapists)	
1st year of service	929.70
2nd year of service	954.50
3rd year of service	996.40
4th year of service	1,046.20
5th year of service	1,100.10
6th year of service	1,150.00
7th year of service	1,189.90
8th year of service & thereafter	1,219.90
Apprentices	
Apprentice Cook	
1st year	545.50
2nd year	750.10
3rd year	841.00
Apprentice Gardener	
1st year	454.60

2nd year	545.50
3rd year	727.40
4th year	818.30
Homecare Employees	
Homecare Employee	
Grade 1	811.90
Grade 2	851.80
Grade 3	910.80

		Current Rate p/week from 28 September 2017 \$
Live-in Homecarers		
Grade 1	Daily Rate	211.10
Grade 2	Daily Rate	238.50
Grade 3	Daily Rate	276.40
Clerical & Administrative Employees		
Juniors		
At 16 years of age and under		441.60
At 17 years of age		500.50
At 18 years of age		573.80
At 19 years of age		646.70
At 20 years of age		713.00
Adults		
Grade 1		871.20
Grade 2		923.00
Grade 3		977.20
Grade 4		1,020.50
Grade 5		1,066.60

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Rate From 28.9.2017 \$
1	6(xi)(c)	Broken Shift	per shift	10.30
2	8(iii)(a)	Overtime - Breakfast *	per meal	13.26
3	8(iii)(b)	Overtime - Luncheon *	per meal	17.13
4	8(iii)(c)	Overtime - Evening Meal *	per meal	25.00
5	9(iii)(b)	Overtime - recall use of own vehicle *	per km	0.37
6	9(iii)(c)	On Call Allowance	per day(24hrs)	16.78
7	13(i)	Climatic & Isolation Allowance	Per/week	6.67
8	13(ii)	Climatic & Isolation Allowance	per week	12.62
9	15(i)(a)	Cleaning/Scraping Work - Confined Space	per hour	0.63
10	15(i)(b)	Cleaning Scraping Work - Boiler/Flue	per hour	1.00
11	15(iii)	Linen Handling - Nauseous Nature	per hour	0.32

12	15(v)	Use of own vehicle	per week	0.72
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	11.10
14	26(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	27.31
15	26(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	39.07
16	26(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	49.34
17	26(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	60.25
18	28(i)(c)	Uniform Allowance *	per week	6.80
19	28(i)(d)	Special Type Shoes Allowance *	per week	2.10
20	28(i)(e)	Cardigan or Jumper Allowance *	per week	2.03
21	28(i)(f)	laundry Allowance - Uniform *	per week	5.61
22	29(ii)(d)	Sleepover Allowance	per shift	48.77
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	2.27

Note: Allowances marked * increased by 1% CPI

Note: Allowances marked * increased by CPI

2. Delete A.4, Minimum Wages of SCHEDULE A - TRAINING WAGES and insert in lieu thereof the following:

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause A5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Schedule B are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	321.60	354.60	425.70
Plus 1 year out of school	354.60	425.70	495.60
Plus 2 years out of school	425.70	495.60	575.90
Plus 3 years out of school	495.60	575.90	658.20
Plus 4 years out of school	575.90	658.20	658.20
Plus 5 or more years out of school	658.20	658.20	658.20

A.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

The minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B are:

	Highest Year of Schooling completed		
	Year 10 Per hour \$	Year 11 Per hour \$	Year 12 Per hour \$
School Leaver	10.59	11.67	14.00
Plus 1 year out of school	11.66	14.00	16.27
Plus 2 years	14.00	16.27	18.97
Plus 3 years	16.27	18.97	21.65

Plus 4 years	18.97	21.65	21.65
Plus 5 years or more	21.65	21.65	21.65

(b) School-based traineeships

The minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage A by Schedule B are as follows when the trainee works ordinary hours:

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Wage Level A	10.59	11.67

3. Delete SCHEDULE B: ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS and insert in lieu thereof the following:

SCHEDULE B: ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

The wage levels applying to training packages and their AQF certificate levels are:

Wage Level A	
Training package	AQF certificate level
Business Services	I
	II
	III
	IV
Community Services	II
	III
	IV

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2017.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 281273 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

1. Delete paragraph (iv) of subclause (a) of clause 7, Wages of the award published 2 August 1996 (294 I.G. 77) and reprinted 27 January 2012 (372 I.G. 588) and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2017. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2017

2. Delete Part B Monetary Rates and insert in lieu thereof the following:

PART B**Table 1 - Monetary Rate For Trainees**

Highest Year of Schooling Completed Skill Level A - Year 10			
	Existing Rate	SWC 2017 3.3%	Year 10 First Pay Period 2017
School Leaver	\$311.30	3.3%	\$321.60
1 year out of school	\$343.20	3.3%	\$354.50
2 years out of school	\$412.10	3.3%	\$425.70
3 years out of school	\$479.80	3.3%	\$495.60
4 years out of school	\$557.50	3.3%	\$575.90
5 years out of school	\$637.20	3.3%	\$658.20

Highest Year of Schooling Completed Skill Level A - Year 11			
	Existing Rate	SWC 2017 3.3%	Year 11 First Pay Period 2017
School Leaver	\$343.30	3.3%	\$354.60
1 year out of school	\$412.10	3.3%	\$425.70
2 years out of school	\$479.80	3.3%	\$495.60
3 years out of school	\$557.50	3.3%	\$575.90
4 years out of school	\$637.30	3.3%	\$658.30
5 years out of school	\$637.30	3.3%	\$658.30

Highest Year of Schooling Completed Skill Level A - Year 12			
	Existing Rate	SWC 2017 3.3%	Year 10 First Pay Period 2017
School Leaver	\$412.10	3.3%	\$425.70
1 year out of school	\$479.80	3.3%	\$495.60
2 years out of school	\$557.50	3.3%	\$575.90
3 years out of school	\$637.30	3.3%	\$658.30
4 years out of school	\$637.30	3.3%	\$658.30
5 years out of school	\$637.30	3.3%	\$658.30

Table 2 - Monetary Rates For School Based Traineeships

Year of Schooling Year 11			
	Existing Rate	SWC 2017 3.3%	Year 10 First Pay Period 2017
School Based Traineeship Skill Level 1	\$299.20	3.30%	\$309.10

Year of Schooling Year 12			
	Existing Rate	SWC 2017 3.3%	Year 10 First Pay Period 2017
School Based Traineeship Skill Level 1	\$343.30	3.3%	\$354.60

Table 3 - Wages - School Based Traineeships

Year of Schooling Year 11			
	Existing Rate	SWC 2017 3.3%	Year 10 First Pay Period 2017
School Based Traineeships - Skill Levels A,B,C.	\$207.90	3.3%	\$214.80

Year of Schooling Year 12			
	Existing Rate	SWC 2017 3.3%	Year 10 First Pay Period 2017
School Based Traineeships - Skill Levels A,B,C.	\$227.70	3.3%	\$235.20

- This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2017.

P. KITE , Chief Commissioner

NURSING HOMES, &C., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 281039 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

1. Delete subclause (iv) from clause 50 Area Incidence and Duration of the award published 28 November 2008 (366 IG. 1320) and reprinted 27 January 2012, (372 I.G. 621) and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2017. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2017.

2. Delete Part B Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Salaries**

Classification		FFPP 28/09/2016	Increase 3.3%	SWC 2016 FFPP 28/09/2017
Assistant in Nursing/Trainee Enrolled Nurse				
Under 18:	1st year	\$645.80	3.3%	\$667.10
	2nd year	\$674.40	3.3%	\$696.70
	Thereafter	\$701.20	3.3%	\$724.30
Over 18:	1st year	\$759.00	3.3%	\$784.00
	2nd year	\$782.30	3.3%	\$808.10
	3rd year	\$806.10	3.3%	\$832.70
	Thereafter	\$830.50	3.3%	\$857.90
Enrolled Nurse :	1st year	\$926.10	3.3%	\$956.70
	2nd year	\$945.00	3.3%	\$976.20
	3rd year	\$965.20	3.3%	\$997.10
	4th year	\$985.10	3.3%	\$1,017.60
	Thereafter	\$1,005.00	3.3%	\$1,038.20
Registered Nurse General, M.R. Psych, Infants, Geriatric, Midwifery	1st year	\$1,046.00	3.3%	\$1,080.50
	2nd year	\$1,101.60	3.3%	\$1,138.00
	3rd year	\$1,157.00	3.3%	\$1,195.20
	4th year	\$1,216.30	3.3%	\$1,256.40
	5th year	\$1,275.30	3.3%	\$1,317.40

	6th year	\$1,334.30	3.3%	\$1,378.30
	7th year	\$1,401.70	3.3%	\$1,448.00
	8th year	\$1,458.10	3.3%	\$1,506.20
Nursing Unit Manager (personal to current occupants as at 01.03.99)				
Level I	1st year	\$1,614.40	3.3%	\$1,667.70
	2nd year	\$1,659.20	3.3%	\$1,714.00
Level II		\$1,702.50	3.3%	\$1,758.70
Level III		\$1,743.60	3.3%	\$1,801.10
Nurse undergoing pre-registration assessment		\$905.40	3.3%	\$935.30
Clinical Nurse Specialist		\$1,516.90	3.3%	\$1,567.00
Clinical Nurse Consultant		\$1,786.90	3.3%	\$1,845.90
Clinical Nurse Educator		\$1,516.90	3.3%	\$1,567.00
Nurse Educator	1st year	\$1,614.30	3.3%	\$1,667.60
	2nd year	\$1,659.20	3.3%	\$1,714.00
	3rd year	\$1,699.20	3.3%	\$1,755.30
	4th year	\$1,786.90	3.3%	\$1,845.90
Senior Nurse Educator	1st year	\$1,829.50	3.3%	\$1,889.90
	2nd year	\$1,866.40	3.3%	\$1,928.00
	3rd year	\$1,927.80	3.3%	\$1,991.40
Assistant Director of Nursing				
<150 beds		\$1,659.20	3.3%	\$1,714.00
150-250 beds		\$1,786.90	3.3%	\$1,845.90
250 beds		\$1,829.50	3.3%	\$1,889.90
Deputy Director of Nursing				
Less than 20 beds		\$1,692.40	3.3%	\$1,748.20
20-75 beds		\$1,735.30	3.3%	\$1,792.60
75-100 beds		\$1,774.90	3.3%	\$1,833.50
100-150 beds		\$1,812.10	3.3%	\$1,871.90
150-200 beds		\$1,866.30	3.3%	\$1,927.90
200-250 beds		\$1,927.80	3.3%	\$1,991.40
250-350 beds		\$1,999.00	3.3%	\$2,065.00
350-450 beds		\$2,069.30	3.3%	\$2,137.60
450-750 beds		\$2,145.30	3.3%	\$2,216.10
750+ beds		\$2,227.30	3.3%	\$2,300.80
Director of Nursing				
Less than 25 beds		\$1,889.30	3.3%	\$1,951.60
25- 50 beds		\$1,999.00	3.3%	\$2,065.00
50-75 beds		\$2,041.20	3.3%	\$2,108.60
75-100 beds		\$2,083.20	3.3%	\$2,151.90
100-150 beds		\$2,142.40	3.3%	\$2,213.10
150-200 beds		\$2,213.30	3.3%	\$2,286.30
200-250 beds		\$2,283.60	3.3%	\$2,359.00
250-350 beds		\$2,368.50	3.3%	\$2,446.70
350-450 beds		\$2,510.00	3.3%	\$2,592.80
450-750 beds		\$2,654.10	3.3%	\$2,741.70
750+ beds		\$2,819.10	3.3%	\$2,912.10

Table 2 - Other Rates and Allowances

Brief Description	Clause No	Existing Rate \$	Increase	SWC 2017 FFPP 28/09/2017
In charge of nursing home less than 100 beds	10 (i)(a)	\$25.93per shift	3.30%	\$26.79
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	\$41.74 per shift	3.30%	\$43.12
In charge of ward/unit	10 (i)(b)	\$25.93 per shift	3.30%	\$26.79
On call	10 (ii)(a)	\$23.10 per 24hours or part thereof	3.30%	\$23.86
On call on rostered days off	10 (ii)(b)	\$46.21 per 24 hours or part thereof	3.30%	\$47.73
On call during meal break	10 (ii)(c)	\$12.51 per period	3.30%	\$12.92
Travelling Allowance	10 (ii)(d) & (iii)	.75 cents per Kilometre	1.90%	\$0.76
Climatic Allowance	11(i)	\$4.79 per week	3.30%	\$4.95
Isolation Allowance	11(ii)	\$9.26 per week	3.30%	\$9.57
Expense allowance for DONs	13			
Less than 100 beds		\$272.28 pa	1.90%	\$277.45
100-299		\$543.41 pa	1.90%	\$553.73
300-499		\$815.70 pa	1.90%	\$831.20
Over 500 beds		\$1,088.35 pa	1.90%	\$1,109.03
Uniform	16(iii)(a)	\$7.30 per week	1.90%	\$7.44
Shoes	16(iii)(a)	\$2.26 per week	1.90%	\$2.30
Cardigan or Jacket	16(iii)(b)	\$2.19 per week	1.90%	\$2.23
Stockings	16(iii)(c)	\$3.81 per week	1.90%	\$3.88
Socks	16(iii)(d)	\$0.76 per week	1.90%	\$0.77
Laundry	16(iv)	\$6.10 per week	1.90%	\$6.22
Meal on overtime	18(viii)	\$10.76 per meal	1.90%	\$10.96
Breakfast	28(i)(c)	\$4.02 per meal	1.90%	\$4.10
Other Meals*	28(i)(c)	\$7.29 per meal	1.90%	\$7.43

Table 3 - Continuing Education Allowances

Item No.	Brief Description	Clause No.	Existing Rate \$	Increase	SWC 2017 FFPP 28/09/2017
1	Continuing education allowance: Registered Nurse	10A (vii)	\$21.75 per week	3.30%	\$22.47
2	Continuing education allowance: Registered Nurse	10A (viii)	\$36.25per week	3.30%	\$37.45
3	Continuing education allowance: Registered Nurse	10A(ix)	\$43.50per week	3.30%	\$44.94
4	Continuing education allowance: Enrolled Nurse	10A(x)	\$14.50 per week	3.30%	\$14.98

3. This variation shall take effect from the beginning of the first full pay period to commence on or after the 28 September 2017.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

RESTAURANTS, &C., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280711 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

1. Delete Part B, Monetary Rates of the award published 15 January 2016 (378 I.G. 1620) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Classification	SWC 2016 2.5% \$	SWC 2017 2.5% \$
Grade 1	684.50	701.60
Grade 2	706.20	723.90
Grade 3	739.40	757.90
Grade 4	763.40	782.50
Grade 5	807.80	828.00
Grade 6	859.90	881.40
Grade 7	887.40	909.60

The rates of pay in this award include the adjustments payable under the State Wage Case 2017. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	SWC 2016 2.5%	SWC 2017 2.5%
1	7.1	Meal Allowance	14.10	14.50
2	14.2	Apprentice's Tool Allowance	0.88	0.90
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	4.10 per day to a maximum of 12.40 2.30 per day to a maximum of 7.20	4.20 per day to a maximum of 12.70 2.40 per day to a maximum of 7.20

The rates at Table 1 and Table 2 shall take effect from the first full pay period to commence on or after 16 December 2017.

2. This variation shall take effect from the first pay period to commence on or after 16 December 2017.

P. KITE, Chief Commissioner

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 276794 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

1. Delete Part B, Monetary Rates of the award published 27 November 2015 (378 I.G. 168) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	New rate per week \$ SWC 2016	New rate per week \$ SWC 2017
Grade 1	777.40	796.80
Grade 2	801.00	821.00
Grade 3	815.40	835.80
Grade 4	830.10	858.90
Grade 5	858.50	888.00

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Rate per Week from the first pay period to commence on or after 16 December 2016 \$	Rate per Shift from the first pay period to commence on or after 16 December 2016 \$	Rate per Week from the first pay period to commence on or after 16 December 2017 \$	Rate per Shift from the first pay period to commence on or after 16 December 2017 \$
	12.1	Leading Hand Allowance		Casuals only		Casuals only
1		up to 5 employees	34.30	7.00	35.20	7.20
2		6 to 10 employees	38.95	8.80	39.90	9.00
3		11 to 15 employees	50.95	10.10	52.20	10.40
4		16 to 20 employees	58.75	11.80	60.20	12.10
5		Over 20 employees	58.75	11.80	60.20	12.10
6		for each employee exceeding 20, extra	0.86	0.22	0.88	0.23
7	12.2	Relieving Officer	34.15		35.00	
	12.3	First Aid Allowance		Casuals only		Casuals only
8		Industrial	19.35	3.90	19.80	4.00
9	12.4	Gun Allowance	13.30	2.75	13.60	2.80
10	12.5	Locomotion Allowance		All employees		All employees

11		Motor Vehicle/cycle		31.80		32.60
12		Bicycle		3.40		3.50
13	12.6	Meal Allowance		10.00		10.30
14	12.7	Fares Allowance		8.70		8.90
15	12.8	Overnight Meal Allowance		82.60		84.70
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour	Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.9	Aviation Allowance	1.39	1.39	1.42	1.42

2. This variation shall take effect from the first pay period to commence on or after 16 December 2017.

P. KITE, Chief Commissioner

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SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280769 of 2017)

Before Chief Commissioner Kite

30 October 2017

VARIATION

- 1 Delete subclause (b) of clause 38 Wages, of the award published 27 November 2015 (378 I.G. 210) and insert in lieu thereof the following:
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2017. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments."
2. Delete (i) of Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:
- (i)

Group No	Description	Former Rate Per Week \$	SWC 2017 2.5% \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	750.70	18.80	769.50
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	758.60	19.00	777.60

3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	764.60	19.10	783.70
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying - In charge of from nil to 4 assistants	764.70	19.10	783.80
	In charge of from 5 to 12 assistants	775.70	19.40	795.10
	In charge of from 13 to 25 assistants	789.20	19.70	808.90
	In charge of over 25 assistants	799.30	20.00	819.30
	(ii) With the duty of buying - In charge of from nil to 4 assistants	766.60	19.20	785.80
	In charge of from 5 to 12 assistants	778.70	19.50	798.20
	In charge of from 13 to 25 assistants	794.70	19.90	814.60
	In charge of over 25 assistants	803.80	20.10	823.90
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.	773.20	19.30	792.50
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	750.70	18.80	769.50

3. Delete Table 2 - Other Rates & Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.85 per shift
2	5(a)	Night interval employees (working one night per week)	4.54 per shift
3	6(i)(b), (c) 36(i)(d) 6(ii)(a)	Meal Allowances	15.00
4	6(ii) 16(vii)	Breakfast Allowance	8.30
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees Employees under 21 years of age	 8.40 per shift 5.40 per shift

	14(a)(iii)	Engagements exceeding four hours - Adult Employees Employees under 21 years of age Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	17.20 per shift 9.30 per shift 8.40 per shift 5.40 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.46 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	11.10 3.90 11.10 6.60 2.40 6.60
8	38(1)(i) 2(b)	Window Dressers under the age of 21	11.40 per week
9	35(i)(a)	Section Head	16.90 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	38.20 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	26.20 per week
12	35(ii)(a)	Employee delivering goods	5.60 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	55.20 per week 11.20 per day
14	35(ii)(c)	First-aid attendant	2.20 per day
15	35(ii)(d)	Employee engaged to speak a second language	11.00 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	22.60 per week 11.20 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	13.50 per week 40.60 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	141.10 per week 168.00 per week 0.42per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.64 per km 0.70 per km

	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.766 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	10.60 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	16.00 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	21.40 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over	19.45 per hour
		Under 19 years of age	19.08 per hour
	36(ii)(b)	Saturday Loading - Adult Employees	8.40
		Under 21 years	5.40

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2017.

P. KITE , Chief Commissioner

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA18/01 - Office of Environment and Heritage Flight Operations Enterprise Agreement 2017

Made Between: Industrial Relations Secretary, Office of Environment and Heritage (NSW) -&- The Australian Workers' Union, New South Wales.

New/Variation: New

Approval and Commencement Date: Approved 6 September 2017 and commenced 6 September 2017.

Description of Employees: The agreement applies to permanent and temporary employees of the Office of Environment and Heritage Flight Operations Unit, in the capacity of a Flight Officer, who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Nominal Term: 12 Months.

EA18/02 - AlburyCity Water Filtration Plant Enterprise Agreement 2017-2020

Made Between: AlburyCity -&- The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 15 December 2017 and commenced 15 December 2018.

Description of Employees: The agreement applies to employees engaged in the position of Supervisor Water Filtration Plant or Treatment Plant Operator and work a three person, seven day a week rotating roster system, located at 553 Kiewa Street, Albury NSW 2640, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

EA18/03 - Coffs Harbour City Council Enterprise Agreement 2017

Made Between: Coffs Harbour City Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Development & Environmental Professionals Association of New South Wales and The Local Government Engineers' Association of New South Wales

New/Variation: New.

Approval and Commencement Date: Approved 8 December 2017 and commenced 8 December 2018.

Description of Employees: The agreement applies to all employees employed by Coffs Harbour City Council located at 2 Castle Street, Coffs Harbour NSW 2484 and its Commercial Business Units with the exception of Senior Staff designated, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

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Key to Abbreviations Used:

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

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