



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**AMBULANCE SERVICE OF NEW SOUTH WALES
ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD
2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 191918 of 2021)

Before Commissioner Murphy

9 July 2021

AWARD

1. Arrangement

This Award is arranged in the following manner:

PART A

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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.

‘Casual Employee’ means a person appointed in accordance with subclause 18(c) of this Award.

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

‘Employer’ means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

‘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.

‘Temporary Employee’ means a person appointed in accordance with clause 18(b) of this Award.

‘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, Control. 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. Subject to agreement between the Union and Service on a centre by centre basis, two ten minute work breaks may be taken in lieu of one twenty minute work break.
- 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 (i) of this subclause shall not apply to employees employed in one of the Service's Control 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.
- n. The provisions of this clause do not apply to casual employees, except for subclauses (k), (l) and (m) when the appropriate conditions have been achieved bear to full time employees.

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 or casual employees.
 - 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 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.
- 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.
- m. All overtime worked by casual employees shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award.

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.
- c. Casual employees who perform an afternoon or night shift will receive the shift premiums in subclause (a) of this clause in addition to their ordinary rate for such shift. The provisions of subclause (b) of this clause apply to casual employees when any shift is worked on Saturday and/or Sunday, provided that this is in substitution for and not cumulative upon the casual loading as prescribed in paragraph (c)(iii) of clause 18.

For example:

- i. if working on an afternoon shift commencing after 1 p.m. -
(base hourly rate) + (10% of base hourly rate for casual loading) + (12.5% of base hourly rate for shift premium)
- ii. if working on a Saturday shift -
(base hourly rate) + (50% of base hourly rate for shift premium)

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 permanent fulltime employee, a permanent part-time employee, a temporary fulltime employee, a temporary part-time employee, and/or a Casual 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. Other than for casual employees, 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.

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 employee's 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 employee's 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 Structure, 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. Casual employee
- i. A casual employee is an employee who is engaged and paid as such but does not include a part-time or fulltime work engagement. The nature of the work performed would be irregular, intermittent, urgent or short term.

- ii. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the fulltime employees employed on that shift in the station, unit 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.
 - iii. Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 40, Classification Structure, with a minimum payment of two hours for each start. In addition, a loading of 10% of the base hourly rate will be paid in recognition of the casual nature of the work and in lieu of all paid leave entitlements, other than long service leave in accordance with the provisions of the *Long Service Leave Act* 1955, and Annual Leave entitlements in accordance with the *Annual Holidays Act* 1944.
 - iv. Unless otherwise specified in this Award or when accessing the right to refuse work, casual employees are not entitled to paid leave (including leave prescribed in clauses 19 to 27) or unpaid leave other than unpaid parental leave as prescribed in Part 4 of the *Industrial Relations Act* 1996.
 - v. Casual employees are not entitled to time off in lieu of overtime or the accrual of additional days off (ADOs).
 - vi. Casual employees employed in one of the Service's Control Centres will be required to undertake and successfully complete all requirements identified as such by the Service to perform the role in which they are engaged.
- d. 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.
- e. 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 fulltime 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 fulltime 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. Employees entitled to the additional annual leave pursuant to subclause (b) above, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional

leave. Such election is to be made in writing by the employee at the commencement of each year of employment.

- d. 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*.
- e. 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. The provisions of this clause do not apply to casual employees.
- b. In this clause the *Annual Holidays Act 1944*, is referred to as "The Act".
- c. 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)).
 - 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 per cent 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 per cent 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 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.
 - 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 paragraph (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 paragraph (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 paragraph (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 paragraph (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.
- d. All time required to be worked by a casual employee on a public holiday shall be paid for at double time and a half, such rate is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award. The provisions of subclause (a) to (c) of this clause shall not apply to casual employees.

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. The provisions of this clause do not apply to casual employees. Casual employee entitlements are as prescribed subclause 4.4 in the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

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 take 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 paragraph (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 Section 5 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service and the Service's Maternity Leave Operating procedure PRO2018-002, as amended or replaced from time to time.

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) Fulltime 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 paragraph (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 paragraph (c)(i) of Part A of this clause or paragraph (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 paragraph (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 paragraph (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*, as amended or replaced from time to time, 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) Fulltime 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 paragraph (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 fulltime hours, that is for long service leave the period of service is to be converted to the fulltime 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 in Section 6 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

25. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed in Section 14 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

26. Long Service Leave

- (a) Employees, other than service as a Casual Employee, 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*, as amended or replaced from time to time, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) Casual Employees (including any service as a Casual Employee) shall be granted long service leave on such terms and conditions as may be applicable from time to time under the provisions of the *Long Service Leave Act 1955*, as amended or replaced from time to time.
- (c) 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) Fulltime 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 Control 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 subclause (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 Tocumwal 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 Policy Directive PD2018_044 Salary Packaging, as amended or replaced 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 NSW Health Policy Directive PD2018_044 Salary Packaging.
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 Policy Directive PD2018_044 Salary Packaging, as amended or replaced 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 2022 by a party to this Award.

39. Area, Incidence and Duration

- a. This Award takes effect from 1 July 2021 and shall remain in force for a period of one year. The wage rates as outlined in Part B, clause 40, Classification Structure, will apply from the first full pay period on or after 1 July 2021.
- b. This Award replaces and rescinds the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award published 27 March 2020 (387 I.G. 452) 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.

Classification	Rates from ffppoa 01/07/2021 (2.04%) per week \$
Administrative Assistants	
Junior	
At 16 Years	717.64
At 17 Years	749.45
Grade 1	
1st Year	803.76
2nd Year	821.10
3rd Year	842.06
4th Year	878.93
5th Year and Thereafter	909.79
Grade 2	
1st Year	943.01
2nd Year	964.96
3rd Year	980.55
4th Year and Thereafter	1,003.12
Grade 3	
1st Year	1,021.73
2nd Year	1,048.61
3rd Year	1,092.91

4th Year and Thereafter	1,116.66
Grade 4	
1st Year	1,141.83
2nd Year	1,165.81
3rd Year	1,190.53
4th Year and Thereafter	1,215.50
Senior	
Grade 1	
1st Year	1,239.14
2nd Year and Thereafter	1,269.27
Grade 2	
1st Year	1,307.77
2nd Year and Thereafter	1,340.22
Grade 3	
1st Year	1,384.63
2nd Year and Thereafter	1,419.05
Pay Clerks	
Grade $\frac{3}{4}$	
1st Year	1,169.79
2nd Year and Thereafter	1,271.40
Senior	
1st Year and Thereafter	1,340.22
Administrative Officer	
Grade 1	
1st Year	1,471.62
2nd Year and Thereafter	1,511.41
Grade 2	
1st Year	1,536.25
2nd Year and Thereafter	1,577.21
Grade 3	
1st Year	1,627.85
2nd Year and Thereafter	1,678.08
Senior	
Grade 1	
1st Year	1,745.18
2nd Year and Thereafter	1,795.93
Grade 2	
1st Year	1,851.94
2nd Year and Thereafter	1,907.97
Computer Operator	
Grade 1	
1st Year	963.66
2nd Year	988.19
3rd Year	1,026.46
4th Year and Thereafter	1,052.27
Grade 2	
1st Year	1,060.55
2nd Year	1,126.01
3rd Year and Thereafter	1,165.03
Computer Programmer	
1st Year	1,381.84
2nd Year	1,468.60
3rd Year	1,623.67
4th Year and Thereafter	1,741.83
Control Centre Communications Assistants	
Trainee	1,126.01

1st Year	1,199.91
2nd Year	1,226.24
3rd Year	1,251.84
4th Year and Thereafter	1,278.50
Control Centre Assistant Supervisor	
1st Year	1,216.99
2nd Year	1,242.81
3rd Year	1,269.04
4th Year and Thereafter	1,295.27
Control Centre Senior Supervisor	
1st Year	1,320.65
2nd Year and Thereafter	1,353.15
Quality Support Coordinator	
1st Year	1,627.85
2nd Year and Thereafter	1,678.08

41. Climatic and Isolation Allowance

Clause	Allowance Description	Rate from ffppoa 01/07/2021 Per Week
		\$
28(a)	Climatic and Isolation Allowance - Time and Half Zone	5.02
28(b)	Climatic and Isolation Allowance - Double Zone	10.05

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Audit Office of New South Wales.

(Case No. 189198 of 2021)

Before Commissioner Webster

9 July 2021

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Statement of Intent
4.	Parties
5.	Basis of Employment and Remuneration
6.	No extra claims
7.	Annual Remuneration Assessment - Audit Professionals Levels B and C, Corporate Professionals Levels A and B, Corporate Administrative Levels 1 to 4
8.	Performance Management
9.	Flexible Work Practices
10.	Overtime
11.	Travel Time and Expenses
12.	Study Support
13.	Anti-Discrimination
14.	Industrial Dispute Settlement Procedure
15.	Deduction of Association Membership Fees
16.	Secure Employment
17.	Area, Incidence and Duration

PART B

Table 1 - Classification and Remuneration Bands

Table 2 - Audit Professional Level A Pay Points

Annexure 1 - Progression in Audit Professional Level A, Levels 1 - 4 Financial Audit; Progression in Audit Professional Level A, Levels 1 - 4 Performance Audit

Annexure 2 - Competency Zones, Competency Zone Guidelines and Definitions

Annexure 3 - Audit Office Conditions of Employment

PART A**1. Title**

This Award shall be known as Crown Employees' (Audit Office) Award 2021.

2. Definitions

"Accumulation" means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Auditor-General" refers to the person appointed to the position of Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Audit Office" means The Audit Office of New South Wales, a statutory authority established under the *Public Finance and Audit Act 1983*.

"Award" means this Award made in accordance with *the Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Business Unit Leader" means an employee whose responsibility is to lead a Business Unit of the Audit Office as determined by the Auditor-General.

"Casual Employee" means any employee engaged to carry out work: that is irregular or intermittent, or to be undertaken on a short-term basis in a part of the Audit Office with a flexible workload, or in a position for a short period pending the completion of the selection process for the position, or that is urgent work or to deal with an emergency.

"Classification" means a group of roles with common remuneration arrangements.

"Commission" means the New South Wales Industrial Relations Commission.

"Competency Zones" means the structure that will apply within each remuneration band for Audit Professional employees, Corporate Professional employees and Corporate Administration employees.

"Continuous Service" has the meaning given by the Auditor-General's Determination 1 dated 27 June 2013. Under this determination an employee's employment is continuous in relation to a period if an employee remains employed for the whole period and the employee is taken to remain employed by the employer for the whole of any period even if, during that period, the employee ceases to be employed by the employer on the grounds of retrenchment or reduction of work but is re-employed by the employer within the next 12 months.

"Contract hours" for the day for a fulltime employee, means one fifth of the fulltime ordinary working hours. For a part time employee, contract hours for the day means the hours usually worked on the day.

"Corporate Professional" means employees who are employed at Corporate Professional Levels A or B.

"Corporate Administrative" means employees who are employed at Corporate Administrative Levels 1 to 4

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Deputy Auditor-General" refers to the person appointed to the position of Deputy Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Employee" means a person permanently or temporarily employed either as a full time or part time employee, in any capacity under the provisions of this Award, and includes a person on probation.

"Expected date of birth" in relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.

"Extended leave" means extended (long service) leave to which an employee is entitled under the provisions of the Auditor-General's Determination 1 dated 27 June 2013.

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

"Full-time employee" means an employee whose contract hours are equivalent to the full-time contract hours for the classification.

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

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Manager" means the person immediately responsible for the area in which an employee is employed or any other employee authorised by the Business Unit Leader to fulfil that role.

"Market Benchmarking" means the regular independent process of reviewing remuneration levels for each classification against market information from similar levels in the relevant market.

"Normal work" means, for the purposes of clause 14, Industrial Dispute Settlement Procedure of Part A, the work carried out in accordance with the employee's position or job description at the time the grievance or dispute was notified by the employee.

"On duty" means the time required to be worked for the Audit Office. For the purposes of subclause 5.1, Trade Union Activities Regarded as On Duty of Annexure 3, on duty means the time off with pay given by the Audit Office to the Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the Audit Office and the Association where an employee is given leave of absence from the workplace to take up employment with the employee's Association for a specified period of time during which the Association is required to reimburse the Audit Office for the employee's salary and associated on-costs.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification calculated using the formula set out in subclause 2.1, Casual Employment of Annexure 3.

"Overtime" is defined in subclause 10.3 of clause 10, Overtime, of Part A.

"Pay Points" means incremental remuneration levels within the Audit Professional Level A remuneration bands.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Part-time employee" means an employee whose contract hours are less than the full-time hours.

"Percentile" means a point within a remuneration band expressed as a percentage of that band.

"Place of employment" means 201 Sussex Street, Sydney or at other locations, either on a temporary or permanent basis, to which the Audit Office's premises is relocated from time to time.

"Place of work" means any destination required for work purposes.

"Professional qualifications" means full membership of Chartered Accountants Australia and New Zealand or CPA Australia or, for Performance Audit employees, appropriate agreed equivalent qualifications.

"Public Holiday" means a day proclaimed under the *Public Holidays Act 2010*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 4 of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when an employee is directed to return to duty outside the employee's normal working hours.

"Relief employee" means a person employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

"Remuneration" means Total Remuneration Package (TRP) which is expressed as the total of base pay, superannuation guarantee contribution and annual leave loading.

"Remuneration Assessment" means the process for determining remuneration levels for individual employees on a basis that fairly reflects their performance and contribution.

"Remuneration Band" means the range of remuneration between the minimum and maximum levels for a particular classification.

"Residence", in relation to an employee, means their ordinary and permanent place of abode.

"Role" means the title given to groups of employees having similar responsibilities and accountabilities.

"Role Responsibilities" means the list of responsibilities and accountabilities attributed to each role.

"Replacement role" means a role identified in subclause 5.6 of Part A, as a Corporate Administrative role that, on the resignation or promotion of the employee filling that role at the date of registration of this Award, is replaced by an equivalent role governed by this Award.

"Seasonal employee" means a person employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by employees already employed by the Audit Office and which, because of their seasonal nature, do not justify employment of employees on a long-term basis.

"Secondment" means an arrangement agreed to by the Audit Office, the employee and another public service Department, a public sector organisation or a private sector organisation which enables the employee to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment.

"Service" means continuous service for remuneration purposes.

"Standby" means an instruction given by the Business Unit Leader to an employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study Time" means the time allowed off from normal duties on full pay to an employee who is studying for a professional qualification or for an approved post graduate qualification.

"Trade Union or Union" means a registered trade union, as defined in the *Industrial Relations Act 1996*.

"Trade Union Delegate" means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Trade Union Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or employees placed on loan to the Association for an agreed period of time.

"Undergraduate studies" means, as a minimum, a standard accounting degree recognised by Chartered Accountants Australia and New Zealand or CPA Australia, for acceptance into their student program for progression towards a professional qualification as defined by this Award.

"Workplace" means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.

"Workplace Management" means the Auditor-General or any other person authorised by the Auditor-General to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

3. Statement of Intent

The purpose of the Award is to provide a framework that allows the Audit Office to meet its specific business needs as well as the needs of its employees. It also enables those employees to be appropriately rewarded for their contribution and provides flexibility in their employment arrangements and conditions. The Award was developed using a co-operative and consultative approach to negotiations by the parties.

4. Parties

4.1 The parties to this Award are:

4.1.1 The Audit Office of New South Wales

4.1.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on behalf of the employees of The Audit Office of New South Wales.

5. Basis of Employment and Remuneration

5.1 Basis of Employment

5.1.1 The employment of Audit Office employees is subject to Section 33B of the *Public Finance and Audit Act* 1983. Consequently, they are appointed at the discretion of the Auditor-General.

5.1.2 It is the intention of the parties to this Award that the Audit Office's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Audit Office prior to the initiation of any external recruitment. Appointment to a position at the Audit Office will involve a three month probationary period or such period as the Auditor-General directs. The probationary period applies to all employees.

5.1.3 Subject to Section 33B of the *Public Finance and Audit Act* 1983, the Auditor-General will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

5.1.4 A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.

5.1.5 Resignation - two weeks' notice in writing is required unless the Audit Office agrees to a lesser period of notice.

5.1.6 Termination of employment- two weeks' notice shall be given to an employee, or, in lieu of notice, the Audit Office may grant payment in lieu.

5.2 Basis for Calculating Remuneration

The basis for calculating remuneration for employees is Total Remuneration Package ("TRP") which is the total of base pay, including leave loading and compulsory superannuation guarantee contributions.

For employees in defined benefit superannuation funds the superannuation guarantee contribution component will be deducted from the TRP to determine salary, and the current employer superannuation contribution requirements will continue to be made as required.

5.3 Broad Remuneration Bands

The remuneration band for each role as set out in Tables 1 and 2 of Part B, is informed by relevant market factors (e.g. position at the 25th percentile of the Finance and Accounting Market or General Market) and organisational factors (such as relativities, role criticality and historical assessments).

5.4 Variations to Remuneration Bands

Variations to the Remuneration Bands are effective from the beginning of the first full pay period to commence on or after 1 July 2021 for a 2.5% increase.

5.5 Appointment and Progression

5.5.1 Auditors and Analysts will be placed at the relevant pay point in the relevant remuneration band in accordance with Annexure 1. Other employees may be appointed at any TRP within the relevant remuneration bands depending on their performance, experience, skills and qualifications.

When commencing a role at the Audit Office an employee will be placed within the relevant remuneration band for their role based on their previous experience, qualifications and performance as demonstrated during the recruitment process.

5.5.2 Progress within Audit Professional Level A is prescribed in Annexure 1.

5.6 Corporate Administrative Employees

5.6.1 Corporate Administrative employees are those, who at the time this Award is registered are employed, classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

5.6.2 Corporate Administrative employees will continue to be employed under the conditions set out in paragraphs 5.6.1 to 5.6.3 of this subclause occurs.

5.6.3 As each role classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 at the commencement of this Award falls vacant due to resignation or promotion, that role will be replaced with an equivalent role under this Award. This equivalent role is defined as a "replacement role".

5.6.4 Remuneration bands for the replacement roles are set out in Table 1 of Part B.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

7. Annual Remuneration Assessment

The annual remuneration assessment for Audit Professionals Levels B and C, Corporate Professionals Levels A and B, Corporate Administrative Levels 1 to 4 is set out below.

7.1 General

7.1.1 Remuneration for these employees will be determined annually based on assessed contribution in accordance with the competency zones set out in Annexure 2.

- 7.1.2 Determinations resulting from the annual remuneration assessment will have the same effective date as the annual changes to the remuneration bands, i.e. effective first full pay period to commence in July each year. Remuneration determinations will be expressed in terms of a percentile of the relevant remuneration band and will be applied to the adjusted dollar range of the remuneration bands.
- 7.1.3 The remuneration of employees in these roles will at least be maintained at the same level at each annual remuneration assessment except where an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration.
- 7.1.4 Other than the exceptions described in paragraph 7.1.3 above, if an employee is assessed at a percentile lower than their current level and that would result in a reduction in remuneration, they will continue to be paid at the same dollar level until such time as the remuneration for their assessed percentile exceeds their remuneration in dollars through movement of the remuneration bands or the annual remuneration assessment process.
- 7.1.5 During an Annual Remuneration Assessment, remuneration will be reviewed, but will not necessarily be increased as a result of such review.
- 7.1.6 The remuneration assessment process will be conducted within business guidelines issued by the Audit Office from time to time.

7.2 Review of Assessment

If an employee has any concern with the outcome of their remuneration assessment, they may, in the first instance, discuss their concerns with their Manager. If that discussion does not resolve their concerns, they may then seek advice from the Executive Manager, Human Resources or a more senior member of the Audit Office executive. If, following those discussions, their concerns are not satisfied, they may initiate a formal process of review by written request to the Executive Manager, Human Resources. The formal process will include review by a panel. Where requested by a PSA member, an Association representative may be included on the panel. The panel will make recommendations for consideration by the Auditor-General.

8. Performance Management

The Performance Review and Development process is integral to and supports the annual remuneration assessment process. Full details of the Audit Office Performance Review and Development process are set out in a number of documents which are maintained and reviewed regularly by the Audit Office for appropriateness and ability to deliver organisation objectives. All process documents are freely available to employees on the Audit Office intranet.

9. Flexible Work Practices

All flexible work practices will be subject to approval, as set out in the relevant Audit Office policies and delegations manuals.

The parties to this Award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. Employees and their managers must develop a strategy to ensure accumulated flex leave is monitored and forfeiture minimised.

9.1 Flexible Working Hours

- 9.1.1 The ordinary hours of work for full time employees are 35 hours per week ("Ordinary Working Hours"), Monday to Friday, worked flexibly to meet business needs. Exceptions to this standard arrangement must be mutually agreed, in writing between an employee and their manager.

- 9.1.2 Employees may be required to perform reasonable additional hours of work necessary, by mutual agreement, to meet the operational requirements of the Audit Office.
- 9.1.3 Employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) by mutual agreement between the employee and their manager.
- 9.1.4 Attendance at work outside Ordinary Working Hours is subject to the needs of the Audit Office, approval by the employee's manager and the availability of work.
- 9.1.5 Flex Leave - all hours worked in excess of the employee's Ordinary Working Hours and not overtime can be accrued to be taken as flex time. Accrued flex time can be taken subject to approval by the employee's manager and in line with the needs of the business. The manager should consider the management of an employee's flex leave balance when considering approval.
- 9.1.6 Carry Over - accrued but untaken flex time will be forfeited on 31 December each year save for a maximum of 35 hours (pro-rata for part-time employees) carrying over to 1 January the following year.
- 9.1.7 At each month end, an employee must not have a flex-time balance below negative 10 hours. Where this occurs, the hours in excess must be converted to another type of leave, such as Recreation Leave or Leave Without Pay.
- 9.1.8 Accrued flex time is not payable upon cessation of employment.
- 9.1.9 Meal breaks - there will be a minimum meal break of 30 minutes in every 5 hour period of continuous work. There is no maximum period for a meal break. Employees should consult with their manager in the taking of meal breaks where required.

9.2 Other Flexible Work Practices

Flexible work practices available to employees, subject to approval are:

- 9.2.1 Working weekends and public holidays at the employee's request will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- 9.2.2 Compressed working week or working fortnight arrangements. Such arrangements would include 35 hours in 4 days (average 8.75 hours per day) or 70 hours in 9 days (average 7.77 hours per day).
- 9.2.3 Term Working for specific periods during the year (not restricted to school terms). Remuneration will be averaged (annualised over the full period) so that the employee is paid the same amount every fortnight throughout the year.
- 9.2.4 Deferred Remuneration. For instance, an employee who works for 4 years and takes the 5th year off will receive the deferred portion of their first 4 years annual remuneration in the 5th year.
- 9.2.5 Working from home on a temporary or ad hoc basis for a maximum of 12 days per annum. Permanent or longer term working from home arrangements will be subject to the Business Unit Leader's approval and meeting work health & safety requirements.
- 9.2.6 Job share and part time work.
- 9.2.7 Leave without pay. Such requests will be considered on a case-by-case basis.
- 9.2.8 Career Break Scheme for up to 2 years maximum.

10. Overtime

- 10.1 Employees may be directed to work overtime, but this must be pre-approved as delegated by the Auditor-General.
- 10.2 An employee may be directed by the Audit Office 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 to do so would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 10.2.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements
- 10.2.2 Any risk to an employee's health and safety
- 10.2.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the Audit Office and the effect on client services
- 10.2.4 The notice (if any) given by the Audit Office regarding the working of the overtime, and by the employee of their intention to refuse overtime or
- 10.2.5 Any other relevant matter.
- 10.3 Overtime will apply when employees are directed to work:
- 10.3.1 More than 8 hours on a working day, or
- 10.3.2 Before 7.30am or beyond 7pm on a working day, or
- 10.3.3 On a weekend or public holiday.
- 10.4 All overtime will be credited as time in lieu as follows:
- 10.4.1 In the case of Audit Professional Levels A and B, Corporate Professional Level A, and Corporate Administrative Levels 1 to 4, in accordance with the rate set out in 10.8 and the overtime conditions set out from time to time in Annexure 3.
- 10.4.2 For employees above those levels, at the rate of time and one half.
- 10.5 Time in lieu of overtime must be taken within 3 months of accrual as a general rule. Any request to extend the time limit must be made prior to the three month period expiring.
- 10.6 Cash payment for overtime credited as time in lieu may be made at the discretion of the Audit Office where circumstances warrant. Business Unit Leader approval is required.
- 10.7 Payment for overtime credited as time in lieu will be calculated as remuneration less the 9.5% superannuation component. At all remuneration levels the rate for calculating payments will be capped at the 45th percentile of the remuneration band for the Audit Professional Level B classification less the 9.5% superannuation component.
- 10.8 Rates - Overtime shall be paid at the following rates:
- 10.8.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the hours specified in clause 10.3.
- 10.8.2 Saturday - all overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter

10.8.3 Sundays - all overtime worked on a Sunday at the rate of double time

10.8.4 Public Holidays - all overtime worked on a public holiday at the rate of double time and one half.

10.9 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

10.10 Rest Periods

10.10.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

10.10.2 Where an employee, at the direction of the manager, resumes or continues work without having had eight (8) consecutive hours off duty then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

11. Travel Time and Expenses

11.1 Excess Travel Time

Time spent travelling to and from home and 'place of work' above the time it would normally take to travel to and from home and 'place of employment', in a 5 day working week exceeding 2.5 hours (pro-rata for part-time employees), will be deemed to be excess travel and may be treated as working hours. When travel is required on a weekend or public holiday, time spent in transit will be classed as flexible working hours.

11.2 Travel Expenses

The Audit Office will reimburse employees for expenses incurred in travel to and from "place of work" to the extent that those expenses exceed their usual cost of travel by public transport between home and their "place of employment".

11.3 Country Travel

Country Travel, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in Annexure 3.

12. Study Support

12.1 The Audit Office is committed to providing study support for employees undertaking tertiary courses, postgraduate degrees and professional qualifications relevant to its business.

12.2 The granting of all study support is discretionary.

12.3 The Audit Office is also committed to providing specific study support programs for school leavers to complete an initial degree in accounting and those entering at graduate level to complete professional qualifications with Chartered Accountants Australia and New Zealand or CPA Australia.

12.4 Details of support offered are set out in a number of Audit Office policy documents available on the Audit Office intranet.

13. Anti-Discrimination

13.1 It is the intention of the parties bound by this Award to achieve the objectives set out in Section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 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.
- 13.4 Nothing in this clause is to be taken to affect:
- 13.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation
- 13.4.2 Offering or providing junior rates of remuneration to persons under 21 years of age
- 13.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
- 13.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 13.5 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.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

14. Industrial Dispute Settlement Procedure

- 14.1 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, if required.
- 14.2 An employee is required to notify their immediate manager in writing, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 14.3 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, directly to the Auditor-General or delegate.
- 14.4 The immediate manager, or the person notified, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, of the matter being brought to attention.
- 14.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management to resolve the matter. This manager shall respond as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Auditor-General.
- 14.6 If the matter remains unresolved, the Auditor-General 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.
- 14.7 An employee, at any stage, may request representation by their Association.
- 14.8 The employee or the Association on their behalf or the Auditor-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 14.9 The employee, the Association and the Audit Office shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 14.10 Whilst the procedures outlined in subclauses 14.1 to 14.10 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. In a 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.

15. Deduction of Association Membership Fees

- 15.1 The Association shall Provide the Audit Office with a Schedule Setting Out Association Fortnightly Membership Fees Payable By Members of the Association in Accordance with the Association's Rules.
- 15.2 The Association shall advise the Audit Office of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 15.3 Subject to subclauses 15.1 and 15.2 above, the Audit Office shall deduct Association fortnightly membership fees from the remuneration of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Audit Office to make such deductions.
- 15.4 Monies so deducted from employee's remuneration shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 15.5 Unless other arrangements are agreed to by the Audit Office and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 15.6 Where an employee has already authorised the deduction of Association membership fees from his or her remuneration prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation for such deductions to continue.

16. Secure Employment

- 16.1 Objective of this Clause

The objective of this clause is for the Audit Office to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the Audit Office workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- 16.2 Casual Conversion

16.2.1 A casual employee engaged by the Audit Office 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.

16.2.2 The Audit Office 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.

16.2.3 Any casual employee who has a right to elect under paragraph 16.2.1, upon receiving notice under paragraph 16.2.2, or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Audit Office 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 Audit Office shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Audit Office 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.

16.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Audit Office, 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.

16.2.5 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 Audit Office.

16.2.6 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 16.2.3, the Audit Office and employee shall, in accordance with this subclause, and subject to paragraph 16.2.3, discuss and agree upon:

16.2.6.1 whether the employee will convert to full-time or part-time employment, and

16.2.6.2 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 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 Audit Office and the employee.

16.2.7 Following an agreement being reached pursuant to paragraph 16.2.6, 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.

16.2.8 An employee must not be engaged and re-engaged, dismissed or replaced to avoid any obligation under this subclause.

16.3 Work Health and Safety

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

16.3.1.1 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.

16.3.1.2 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.

16.3.2 Where the Audit Office engages a labour hire business and/or a contract business to perform work wholly or partially on its premises it shall do the following (either directly, or through the agency of the labour hire or contract business):

16.3.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements

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

16.3.2.3 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 Audit Office employees, and

16.3.2.4 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.

16.3.3 Nothing in this subclause 16.3 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*.

16.4 Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Grievance and Dispute Settling Procedures set out in clause 14, Industrial Dispute Settlement Procedure of Part A, of this Award.

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

17. Area, Incidence and Duration

17.1 The purpose of this Award is to partially regulate the terms and conditions of employment of employees appointed to positions covered by the classifications in Table 1 of Part B.

17.2 Other terms and conditions, except as provided for within this Award, shall be those set out in Annexure 3, Audit Office Conditions of Employment.

17.3 The terms and conditions provided for within this Award take precedence over Audit Office published policies.

17.4 If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009, is amended or varied, a meeting of the Audit Office Award Negotiation Committee will take place to review, discuss and make recommendations to the Auditor-General and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, about whether those amendments and variations should be adopted as an amendment or variation to Annexure 3. The meeting, its composition, negotiations and decision making process, will be governed by its Charter dated January 2016 or subsequent versions of that Charter amended with the approval of the Award Negotiation Committee.

17.5 This Award rescinds and replaces the Crown Employees (Audit Office) Award 2019 published 25 October 2019 (385 I.G. 274). It shall commence on 1 July 2021 and has a nominal expiry date of 30 June 2022.

PART B**Table 1 - Classifications and Remuneration Bands**

Classifications	1 July 2021 to 30 June 2022	
	\$	\$
Audit Professional Level A	42364	108707
Audit Professional Level B	102313	152473
Audit Professional Level C	143879	202102
Corporate Professional Level A	102813	144112
Corporate Professional Level B	123694	191603
Corporate Administrative Level 1	47649	59733
Corporate Administrative Level 2	57181	72079
Corporate Administrative Level 3	68858	88053
Corporate Administrative Level 4	84025	106443

Table 2 - Audit Professional Level A Pay Points

	1 July 2021 to 30 June 2022				
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	42,364	45,719	51,157	59,151	
Level 2	65,544	71,138			
Level 3	76,734	83,129	89,524		
Level 4	92,722	97,517	102,313	105,507	108,707

Auditors who are full members of CAANZ or CPAA are entitled to additional remuneration of \$1,000 per annum. Analysts are entitled to additional remuneration of \$1000 per annum for their first post graduate qualification. Annexure 1

ANNEXURE 1

Progression Within Audit Professional Level A.

Pay Point	Level 1 (A1)	Level 2 (A2)	Level 3 (A3)	Level 4 (A4)
P1	School leavers commence	Graduates commence School leaver - to move to A2 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) successfully completed at least eight university subjects.	To move to A3 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least one CA/CPA subject. School leaver - successfully completed at least 16 university subjects.	To move to A4 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least three CA/CPA subjects. School leaver - successfully completed their university qualification
P2	To move to A1 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) successfully completed four university subjects.	To move to A2 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - enrolled into CAANZ/CPAA. School leaver - successfully completed at least 12 university subjects.	To move to A3 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 university subjects.	To move to A4 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least four CA/CPA subjects. School leaver - successfully completed at least two CA/CPA subjects.
P3	N/A	N/A	To move to A3 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 subjects.	To move to A4 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least four CA/CPA subjects.

P4	N/A	N/A	N/A	To move to A4 pay point 4 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met the focus capabilities for Senior Auditor/Analyst and (for Auditors only) School leaver - successfully been admitted to CAANZ/CPAA.
P5	N/A	N/A	N/A	To move to A4 pay point 5 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met all of the capabilities for Senior Auditor/Analyst.

ANNEXURE 2

Remuneration Competency Zones, Competency Zone Guidelines and Definitions for Remuneration Levels

Remuneration Competency Zones

Title	Zone	% of Range
Expert/Role Model	Zone 5	86-100
Superior Role Performance	Zone 4	66-85
Competent Role Performance	Zone 3	26-65
Developing Skills	Zone 2	11-25
Entry Level	Zone 1	0-10

Competency zones are expressed in percentiles of the remuneration band.

Remuneration Competency Zone Definitions

Zone	Title	Description
5	Expert/Role Model	Highly capable, consistently outstanding performance, Highly experienced. Acts independently. Role model and advisor to peers, exceptional leadership qualities displayed. Highly promotable - working beyond position requirements. Plays a leadership role in enhancing and building commitment to the Audit Office values and culture internally and externally.
4	Superior Role Performance	Capable in all respects. Required additional training and qualifications completed. Highly developed skills and experience, critical to the business. Consistently superior performance. Meets unusual challenges and demands. Acts independently. May be ready for promotion. Role model and advisor to peers. Provides technical and other advice to less experienced peers. Proactive contribution to the development of Audit Office values internally and externally.

3	Competent Role Performance	Required competencies possessed and demonstrated. Fully qualified and capable of undertaking the role. Has experience in role. Capable of independently performing role responsibilities. Consistently meets performance requirements. Well-developed technical skills. Role model and advisor to peers. Consistent supporter of the Audit Office values internally and externally.
2	Developing Skills	Key competencies developed and demonstrated but noticeable gaps in competencies. Performance and experience adequate but capable of improvement i.e. there are noticeable performance limitations. Not yet independently performing role responsibilities. Capacity exists for improvement to better support Audit Office values.
1	Entry Level	Recent appointee. Learning to perform role responsibilities - inexperienced or unproven. Meets qualification requirements only. Promotion not an option. Independently performing role responsibilities. Personal behaviour and communications not yet consistent with Audit Office values.

Remuneration Competency Zone Guidelines

Performance is about how an employee actually fulfils expectations for the role over the year and relates less to expectations of their ability to deliver.

Indicators are:

1. Consistency - is the level of performance consistent across the role responsibilities, or are there gaps or variations in the level of performance?
2. Sustained performance - Is the level of performance consistent over time (this is a longer term view of performance)?
3. Achievement of all aspects of the role responsibilities - how do they deliver against all of the defined role attributes, and are they actively seeking to improve in areas where delivery is not meeting expectations?
4. What differentiates one employee from another, such as their drive, desire and success in delivering outcomes; this needs to take account of variations in ability to deliver, which may be experience or development related.

Capability is essentially the "ability to do". It is an assessment of how well the employee can handle the needs of the job.

In determining levels of capability, the following are considered:

1. The depth and breadth of capability required to keep the job on track (time and budget) and delivering quality outcomes.
2. What the employee is doing to maintain or improve themselves.
3. The skills and behaviours of the employee as they relate to the job itself.
4. The level of capability that the employee has developed and attempts to bring to the role, irrespective of whether the role itself presents opportunities to use the full range of skills and behaviours

Experience isn't simply the length of time someone has been doing a job. This can be a factor in determining whether an employee has had broad enough exposure to a range of responsibilities and activities, but it's more the extent the employee has experienced and dealt-with the complexities of this position. It's important to consider:

1. The range of jobs; size, complexity, and scope of projects and audits; project management of multiple or complex audits; breadth and depth of jobs managed; range of industry experience and specialised industry knowledge.
2. Achievement of role responsibilities and reaching expected outcomes, anticipating and managing risks, conflicts, competing demands, impediments, and changes.
3. Demonstrating the competencies of the role for their level of expertise, or even showing levels of proficiency beyond the role.
4. Experience-seeking - do they proactively seek activities or projects that will help them broaden their experience?

Promotability encompasses indicators of the employee's ability to step up to the next level of challenge, in both attitude and capability. The extent to which they can demonstrate their ability to "step up" to the next level may depend on the opportunities given to them by their manager, so it's important to think about delegation and development in advance.

In determining promotability, the following are considered:

1. The employee's capability and willingness to take on more responsibility than they currently have - do they welcome challenges? Can they adapt to changing situations? Are they prepared to make decisions?
2. The extent to which the employee is a self-starter who consistently seeks greater challenges.
3. The extent to which the employee pursues learning and development activities - are they constantly trying new processes and tools, and taking ownership of their own development?
4. Are they accountable for their own ideas and activities, and confident in their own decision-making?
5. The extent to which the employee challenges ways of doing things and develops new approaches

Ability to work independently relates closely to an employee's ability to learn and grow, and to take responsibility for his or her own deliverables. It's essential that managers can trust employees, and not have to check or guide them through the same issues time and again.

In determining the employee's level of independence, the following will be considered:

1. The level at which an employee needs to be monitored, guided, and directed - this has to be weighed against their desire to learn and grow, and needs to reflect whether the guidance is regularly covering the same ground, and the level of respect shown for the Manager's priorities.
2. The extent to which the manager and employee agree tasks and deadlines up front, and whether the employee subsequently meets or manages in a way that keeps the manager well-informed.
3. The extent to which the employee learns new skills or learns from experience.

Role model and advisor to peers goes beyond aspects of technical excellence; it encompasses all key aspects of the role, and reflects more on the employee's maturity and engagement, to the extent their attitude and abilities set examples for others.

In determining to what extent an employee acts as a role model, the following will be considered:

1. The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.
2. The extent to which peers seek and value specific advice or more general coaching.
3. The extent of the employee's external profile, if working in a capacity where this is required.

4. The employee's profile within the Office.
5. What would clients say about this employee's level of professionalism, service, and work ethic.

ANNEXURE 3

Audit Office Conditions of Employment

PART 1

1 - FRAMEWORK

- 1.1 Work Environment
- 1.2 Work Health and Safety
- 1.3 Equality in employment
- 1.4 Harassment-free Workplace

2 - ATTENDANCE/HOURS OF WORK

- 2.1 Casual Employment
- 2.2 Part-Time Employment
- 2.3 Natural Emergencies and Major Transport Disruptions
- 2.4 Public Holidays
- 2.5 Lactation Breaks

3 - TRAVEL ARRANGEMENTS

- 3.1 Travelling Compensation
- 3.2 Meal and Incidental Expenses
- 3.3 Travelling Distance

4 - ALLOWANCES AND OTHER MATTERS

- 4.1 Allowance Payable for Use of Private Motor Vehicle
- 4.2 Damage to Private Motor Vehicle Used for Work
- 4.3 Overseas Travel
- 4.4 Compensation for Damage to or Loss of Employees' Personal Property
- 4.5 First Aid Allowance

5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

- 5.1 Trade Union Activities Regarded as On Duty
- 5.2 Trade Union Activities Regarded as Special Leave
- 5.3 Trade Union Training Courses
- 5.4 Conditions Applying to On Loan Arrangements
- 5.5 Period of Notice for Trade Union Activities
- 5.6 Access to Facilities by Trade Union Delegates
- 5.7 Responsibilities of the Trade Union Delegate
- 5.8 Responsibilities of the Trade Union
- 5.9 Responsibilities of Workplace Management
- 5.10 Right of Entry Provisions
- 5.11 Travelling and Other Costs of Trade Union Delegates
- 5.12 Industrial Action
- 5.13 Consultation and Technological Change

6 - LEAVE

- 6.1 Leave - General Provisions
- 6.2 Absence from Work
- 6.3 Applying for Leave
- 6.4 Extended Leave
- 6.5 Personal Leave
- 6.6 Personal Leave - Requirements for Evidence
- 6.7 Leave Without Pay
- 6.8 Military Leave
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.10 Parental Leave
- 6.11 Purchased Leave
- 6.12 Recreation Leave
- 6.13 Special Leave

7 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 7.1 Staff Development and Training Activities

8 - OVERTIME

- 8.1 Recall to Duty
- 8.2 On-Call (Stand-By) and On-Call Allowance
- 8.3 Overtime Meal Breaks
- 8.4 Overtime Meal Allowances
- 8.5 Provision of Transport in Conjunction with Working of Overtime

9 - MISCELLANEOUS

- 9.1 Existing Entitlements

PART 2**MONETARY RATES****Table 1 - Allowances****PART 1****1. Framework**

- 1.1 Work Environment
- 1.2 Work Health and Safety

The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces in the Audit Office by:

- 1.2.1 the development of policies and guidelines for the Audit Office on Work Health, Safety and Rehabilitation
- 1.2.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in the Audit Office 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 within the Audit Office to achieve these objectives

1.2.3 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

1.2.4 developing strategies to assist the rehabilitation of injured employees

1.2.5 directly involving the appropriate Business Unit Leader in the provisions of paragraphs 1.2.1 to 1.2.4 inclusive of this subclause.

1.3 Equality in Employment

The Audit Office is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.

1.4 Harassment-free Workplace

Harassment on the grounds of sex, race, marital or domestic 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 employees of the Audit Office are required to refrain from, or being party to, any form of harassment in the workplace.

2. Attendance/Hours of Work

2.1 Casual Employment

Application - This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

2.1.1 Hours of Work

2.1.1.1 A casual employee is engaged and paid on an hourly basis.

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

2.1.1.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement, covering the particular class of work or are required by the usual work pattern of the position.

2.1.2 Rate of Pay

2.1.2.1 Casual employee 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.

2.1.2.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

2.1.2.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

2.1.2.4 The loadings specified in subparagraph 2.1.2.2 of this paragraph are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

2.1.3 Overtime

2.1.3.1 Casual employees shall be paid overtime for work performed:

- (a) in excess of 9 consecutive hours (excluding meal breaks), or
- (b) in accordance with subclause 10.3 of clause 10, Overtime of Part A, application to the particular class of work, or
- (c) in excess of the daily roster pattern applicable for the particular class of work, or
- (d) in excess of the standard weekly roster of hours for the particular class of work.

2.1.3.2 Overtime rates will be paid in accordance with the rates set in clause 10 of Part A.

2.1.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subparagraph 2.1.2.2 of this paragraph.

2.1.3.4 The loading in lieu of annual leave as set out in subparagraph 2.1.2.3 of this paragraph is not included in the hourly rate for the calculation of overtime payments for casual employees.

2.1.4 Leave

2.1.4.1 Other than as described under paragraphs 2.1.4, 2.1.5 and 2.1.6 of this subclause, casual employees are not entitled to any other paid or unpaid leave.

2.1.4.2 As set out in subparagraph 2.1.2.3 of this paragraph, casual employees will be paid 1/12th in lieu of annual leave.

2.1.4.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Auditor-General's Determination 1 dated 27 June 2013.

2.1.4.4 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 Auditor-General must not fail to re-engage a regular casual employee (see section 53(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.

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

2.1.5 Personal Carers entitlement for casual employees

- 2.1.5.1 Casual employees are entitled to unpaid personal leave to care for a Family Member who is ill and requires care. This entitlement is subject to the evidentiary requirements set out in subparagraph 2.1.5.4, and the notice requirements set out in subparagraph 2.1.5.6 of this paragraph.
- 2.1.5.2 The Audit Office and the casual employee shall agree on the period for which the employee will be absent from work. In the absence of agreement, the employee is entitled to be absent from 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.
- 2.1.5.3 The Auditor-General should re-engage a casual employee who has 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.
- 2.1.5.4 The casual employee shall, if required,
- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned 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.
- 2.1.5.5 In normal circumstances, a casual employee must not take personal leave under this subclause where another person had taken leave to care for the same person.
- 2.1.5.6 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 that they will be absent from work. 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.

2.1.6 Bereavement entitlements for casual employees

- 2.1.6.1 Casual employees are entitled to be absent from work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 2.1.6.2 The Audit Office and the casual employee shall agree on the period for which the employee will be entitled to be absent from work. In the absence of agreement, the employee is entitled to be absent from 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.
- 2.1.6.3 The Auditor-General 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.
- 2.1.6.4 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 that they will be absent from work. 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.

2.1.7 Application of other clauses of this Award to casual employees

2.1.7.1 The following clauses of this annexure do not apply to casual employees:

- (a) Natural Emergencies and Major Transport Disruptions
- (b) Public Holidays
- (c) relating to Trade Union activities
- (d) Travelling and other costs of Trade Union Delegates
- (e) Leave - General Provisions
- (f) relating to the various Leave provisions
- (g) relating to Recall to Duty, On-Call and Stand-by Arrangements

2.2 Part-Time Employment

2.2.1 General

2.2.1.1 This clause shall only apply to part-time employees

2.2.1.2 Part-time work may be undertaken with the agreement of the relevant business unit leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

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

2.2.1.4 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.

2.2.1.5 Before commencing part-time work, the Audit Office and the employee must agree upon:

- (a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work;
- (b) the classification applying to the work to be performed.

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

2.2.1.7 Incremental progression for part-time employees is the same as for full time employees, that is, part-time employees receive an increment annually.

2.2.2 Additional hours

2.2.2.1 The Audit Office 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 may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave, or

- (b) if working under a Flexible Working Hours scheme under clause 9, Flexible Work Practices of Part A, have the time worked credited as flex time.

2.2.2.2 For time worked in excess of the full-time hours of the classification, or outside the hours specified in subclause 10.3 of clause 10, Overtime, of Part A, payment shall be made at the appropriate overtime rate in accordance with subclause 10.8, Rate of Payment for Overtime of clause 10, Overtime of Part A.

2.3 Natural Emergencies and Major Transport Disruptions

2.3.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

2.3.1.1 apply to vary the working hours, and/or

2.3.1.2 negotiate an alternative working location with the Audit Office, and/or

2.3.1.3 take available personal leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

2.4 Public Holidays

Employees are entitled to statutory/gazetted public holidays and any other day recognised by the Auditor-General as a public holiday.

2.5 Lactation Breaks

2.5.1 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.

2.5.2 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.

2.5.3 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.

2.5.4 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.

2.5.5 The Audit Office shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

2.5.6 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.

2.5.7 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.

2.5.8 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 personal leave in accordance with subclause 6.5, Personal Leave, of Annexure 3, or access to the

flexible working hours scheme provided in subclause 9.1, Flexible Working Hours, of Part A, where applicable.

3. Travel Arrangements

3.1 Travelling Compensation

3.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their place of employment shall be met by the Audit Office, subject to clause 11, Travel Time and Expenses, of Part A.

3.1.2 The Audit Office shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.

3.1.3 The Audit Office will pay the accommodation directly. Where practicable, employees shall obtain prior approval if required to make their own arrangements for overnight accommodation.

3.2 Meal and Incidental Expenses

Meal and incidental allowances will be paid to the employee in advance per the relevant NSW Treasury Circular as issued from time to time.

An employee who is authorised by the Audit Office to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Part 2, Monetary Rates of Annexure 3, for:

3.2.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

3.2.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

3.2.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

3.3 Travelling Distance

The need to obtain overnight accommodation shall be determined by the Audit Office having regard to the safety of the employee or members travelling on official business and local conditions applicable in the area. Where employees are required to attend conferences or seminars which involve evening sessions or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Audit Office.

4. Allowances and Other Matters

4.1 Allowance Payable for Use of Private Motor Vehicle

4.1.1 The Audit Office may authorise an employee to use a private motor vehicle for work where:

4.1.1.1 such use will result in greater efficiency or involve the Audit Office in less expense than if travel were undertaken by other means, or

4.1.1.2 where the employee is unable to use other means of transport due to a disability.

4.1.2 An employee who, with the approval of the Audit Office, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Part 2, Monetary Rates of Annexure 3, for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subparagraph 4.1.4.1 of this paragraph.

- 4.1.3 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.
- 4.1.3.1 The casual rate is payable if an employee elects, with the approval of the Audit Office, 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.
- 4.1.3.2 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.
- 4.1.4 Deduction from allowance
- 4.1.4.1 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 place of employment, as defined in clause 11, Travel Time and Expenses, of Part A, 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.
- 4.1.4.2 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 place of employment 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 paragraph is exclusive of, and not in addition to, days referred to in sections (a), (b) and (c) of this subparagraph.
- 4.1.5 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 Deputy Auditor-General.
- 4.1.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work-related travel.
- 4.2 Damage to Private Motor Vehicle Used for Work
- 4.2.1 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 Audit Office, provided:
- 4.2.1.1 The damage is not due to gross negligence by the employee; and
- 4.2.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 4.2.2 Provided the damage is not the fault of the employee, the Audit Office shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

- 4.2.2.1 The damage was sustained on approved work activities; and
- 4.2.2.2 The costs cannot be met under the insurance policy due to excess clauses.

4.3 Overseas Travel

Unless the Auditor-General determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Audit Office to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Treasury Circular as issued from time to time.

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

4.4.1 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 Audit Office covering the damage to or loss of the personal property of the employee.

4.4.2 If a claim under paragraph 4.4.1 of this subclause is rejected by the insurer, the Auditor-General may compensate an employee for the damage to or loss of personal property, if such damage or loss:

4.4.2.1 Is due to the negligence of the Audit Office, another employee, or both, in the performance of their duties, or

4.4.2.2 Is caused by a defect in an employee's material or equipment, or

4.4.2.3 Results from an employee's protection of or attempt to protect Audit Office property from loss or damage.

4.4.3 Compensation in terms of paragraph 4.4.2 of this subclause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Auditor-General 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.

4.4.4 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.

4.4.5 Compensation for the damage sustained shall be made by the Audit Office 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.

4.5 First Aid Allowance

4.5.1 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 the relevant Treasury Circular as issued from time to time.

4.5.2 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.

4.5.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:

- 4.5.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites), and
- 4.5.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.5.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.5.5 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 position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 4.5.6 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 Audit Office needs, and the cost of retraining First Aid Officers, are to be met by the Audit Office.

5. Union Consultation, Access and Activities

5.1 On Duty

- 5.1.1 An Association delegate will be released from the performance of normal Audit Office 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:
 - 5.1.1.1 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*
 - 5.1.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 5.1.1.3 A reasonable period of preparation time, before-
 - a) meetings with management;
 - b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - c) any other meeting with management,by agreement with management, where operational requirements allow the taking of such time;
 - 5.1.1.4 Giving evidence in court on behalf of the employer;
 - 5.1.1.5 Presenting information on the Association and Association activities at induction sessions for new staff of the Audit Office; and
 - 5.1.1.6 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.

5.2 Trade Union Activities Regarded as Special Leave

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

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

- 5.2.1.1 Annual or biennial conferences of the Association;
- 5.2.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
- 5.2.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 5.2.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 5.2.1.5 Attendance at meetings called by the Auditor-General, as the employer for industrial purposes, as and when required;
- 5.2.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 5.2.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of subclauses 5.1, 5.2 and 5.3 of this clause apply.

5.3 Trade Union Training Courses

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

- 5.3.1.1 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 Audit Office and the Association.
- 5.3.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.
 - c) All travelling and associated expenses being met by the employee or the Association;
 - d) Attendance being confirmed in writing by the Association or a nominated training provider.

5.4 Conditions Applying to on Loan Arrangements

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

- 5.4.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
 - a) As an Executive Member; or
 - b) A member of a Federal Council; or
 - c) Vocational or industry committee.
- 5.4.1.2 Briefing counsel on behalf of the Association;
- 5.4.1.3 Assisting Association 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 Association;
- 5.4.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 5.4.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 5.4.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:
 - a) The Audit Office will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - b) The Audit Office will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Audit Office and the Association.
- 5.4.1.7 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.
- 5.4.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Audit Office in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 5.4.1.9 Where the Audit Office and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Auditor-General and the Association.

5.5 Period of Notice for Trade Union Activities

The Audit Office must be notified in writing by the Association 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.

5.6 Access to Facilities by Trade Union Delegates

5.6.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Access to Facilities by Trade Union Delegates Association activities:

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

- 5.6.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- 5.6.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

5.7 Responsibilities of the Trade Union Delegate

5.7.1 Responsibilities of the Association delegate are to:

- 5.7.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- 5.7.1.2 Participate in the workplace consultative processes, as appropriate;
- 5.7.1.3 Follow the dispute settling procedure applicable in the workplace;
- 5.7.1.4 Provide sufficient notice to the immediate manager of any proposed absence on authorised Association business;
- 5.7.1.5 Account for all time spent on authorised Association business;
- 5.7.1.6 When special leave is required, to apply for special leave in advance;
- 5.7.1.7 Distribute Association literature/membership forms, under arrangements negotiated between the Audit Office and the Association; and
- 5.7.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

5.8 Responsibilities of the Trade Union

5.8.1 Responsibilities of the Association are to:

- 5.8.1.1 Provide written advice to the Audit Office about an Association 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;
- 5.8.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subparagraph 5.9.1.3 of subclause 5.9, Responsibilities of Workplace Management, of Annexure 3, of this Award;
- 5.8.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 5.8.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 5.8.1.5 Apply to the Audit Office well in advance of any proposed extension to the "on loan" arrangement;
- 5.8.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 5.8.1.7 Advise the Audit Office of any leave taken by the Association delegate during the on loan arrangement.

5.9 Responsibilities of Workplace Management

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

- 5.9.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 5.9.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
- 5.9.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 5.9.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 5.9.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 5.9.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, to apply the provisions of subparagraph 5.9.1.5 of this paragraph;
- 5.9.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 5.9.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 5.9.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

5.10 Right of Entry Provisions

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

5.11 Travelling and Other Costs of Trade Union Delegates

- 5.11.1 Except as specified in subparagraph 5.9.1.3 of subclause 5.9, Responsibilities of Workplace Management, of Annexure 3, of this Award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 5.11.2 In respect of meetings called by the workplace management in terms of subparagraph 5.9.1.3 of subclause 5.9, of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under subclauses 3.1, Travelling Compensation, 3.2, Meal and Incidental Expenses, or 3.3, Travelling distance, of this Annexure.
- 5.11.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Audit Office, in respect of Association activities covered by special leave or on duty activities provided for in this clause.

5.11.4 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 Audit Office by the Association or the employee.

5.12 Industrial Action

5.12.1 Provisions of the *Industrial Relations Act* 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under, clause 14, Industrial Dispute Settlement Procedure of Part A).

5.12.2 There will be no victimisation of employees prior to, during or following such industrial action.

5.13 Consultation and Technological Change

5.13.1 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 Association.

5.13.2 The Audit Office shall consult with the Association prior to the introduction of any technological change.

6. Leave

6.1 Leave - General Provisions

6.1.1 The leave provisions contained in this Award apply to all employees.

6.1.2 Part-time employees covered by this Award will receive the paid leave provisions of this agreement on a pro rata basis, calculated according to the number of Ordinary Working Hours per week.

6.1.3 The Auditor-General may direct employees to take excess recreation leave, flex leave and personal leave.

6.1.4 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

6.2 Absence from Work

6.2.1 An employee must not be absent from work without reasonable cause.

6.2.2 Where an employee is to be absent from work because of illness or other emergency, the employee must notify, or arrange for another person to notify the manager as soon as practical of the reason for and the expected duration of the absence.

6.2.3 Where a satisfactory explanation for the absence is not provided, the employee may be considered to be absent from work without authorised leave and the amount equivalent to the period of absence may be deducted from the employee's pay.

6.2.4 The minimum period of leave available to be granted shall be one hour.

6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from work without authorised leave.

6.3 Applying for Leave

The Audit Office shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Audit Office permit this to be done.

6.4 Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of the Auditor-General Determination 1 dated 27 June 2013.

Extended leave will be re-credited if an Employee is ill for more than five days, while on extended leave, and provides a supporting medical certificate to the Audit Office.

6.5 Personal Leave

6.5.1 On commencement of employment, employees will be provided four days personal leave.

6.5.2 After the first three months of employment, employees will accrue personal leave at the rate of 16 working days per year in accordance with relevant Audit Office Policies.

6.5.3 Personal Leave can be requested for, but is not limited to:

6.5.3.1 sick leave

6.5.3.2 caring for a person for whom the employee is responsible

6.5.3.3 compassionate grounds

6.5.3.4 bereavement leave

6.5.3.5 emergency or weather conditions, which threatens the employee's property or prevents them from reporting for work

6.5.3.6 attending to unplanned or unforeseen personal responsibilities

6.5.3.7 community services or volunteering for official events or organisations.

6.5.4 Unused paid personal leave will accumulate progressively, but will not be paid out on termination of employment.

6.5.5 With respect to an illness or injury, the Auditor-General may require an employee to be examined by a medical practitioner nominated by the Auditor-General

6.5.6 Employees agree to cooperate with a direction issued to them to attend a medical examination in accordance with this sub clause. If requested to do so, employees also agree to provide their consent to the nominated medical practitioner obtaining their relevant medical records from their treating practitioners for the purposes of that examination.

6.5.7 If an employee is directed to attend a medical examination in accordance with this sub clause the cost of this examination or any tests required as a result will be paid by the Audit Office. Reasonable travel costs will also be reimbursed on production of receipts.

6.5.8 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating personal 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 personal leave due if the previous personal leave records are available.

6.5.9 Paid personal 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 4 days paid personal leave, unless the Audit Office approves otherwise. Paid personal leave in excess of 4 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

6.5.10 Seasonal or relief employees - no paid personal leave shall be granted to temporary employees who are employed for a period of less than 3 months.

6.5.11 Personal Leave - Workers' Compensation

The Audit Office shall advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give assistance and advice, as necessary, in the lodging of any claim.

6.5.12 Personal Leave - Claims Other than Workers' Compensation

6.5.12.1 If an employee has a claim for compensation, resulting from a non-work related injury not coverable by the *Workers Compensation Act 1987*, then, personal leave on full pay may, be granted to the employee subject to:

- a) Any claim made including the value of any period of paid personal leave granted by the Audit Office to the employee, and
- b) On the payment of a claim as outlined in subparagraph 6.5.12.1, the employee will repay to the Audit Office the monetary value of any such period of personal leave.

6.5.12.2 On repayment to the Audit Office of the monetary value of personal leave granted to the employee, personal leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

6.6 Personal Leave - Requirements for Evidence

6.6.1 An employee absent from work for more than 2 consecutive working days must furnish evidence to the Audit Office to support the absence.

6.6.2 An employee may absent themselves for a total of 5 non-consecutive working days per annum for personal leave without providing evidence to the Audit Office. Employees who absent themselves for more than 5 working days for personal leave in a year may be required to furnish evidence for each occasion absent during the balance of the calendar year.

6.6.3 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 personal leave for the whole period if the Audit Office is satisfied that the reason for the absence is genuine.

6.6.4 If an employee is required to provide evidence for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.

6.6.5 If the Audit Office is concerned about a 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 a WorkCover approved assessor for advice.

6.6.6 The type of leave granted to the employee will be determined by the Audit Office based on the WorkCover approved assessor's advice.

6.6.7 If personal leave is not granted, the Audit Office will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

6.6.8 The granting of paid personal leave for illness 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 personal leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.

6.6.9 The reference in this clause to evidence of illness shall apply, as appropriate:

6.6.9.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Audit Office's discretion, another registered health services provider, or

6.6.9.2 where the absence exceeds one week, and unless the health provider listed in subparagraph 6.6.9.1 of this paragraph is also a registered medical practitioner, applications for any further personal leave must be supported by evidence of illness from a registered medical practitioner, or

6.6.9.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

6.6.10 If an employee who is absent on recreation leave or extended leave, furnishes to the Audit Office satisfactory evidence of illness in respect of an illness which occurred during the leave, the Audit Office may, subject to the provisions of this clause, grant personal leave to the employee as follows

6.6.10.1 in respect of recreation leave, the period set out in the evidence of illness,

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

6.6.11 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.

6.7 Leave Without Pay

6.7.1 An employee may be granted leave without pay if good and sufficient reason can be shown and there is no significant detriment to the operational requirements of the Audit Office.

6.7.2 Leave without pay may be granted on a full-time or a part-time basis.

6.7.3 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.

6.7.4 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.

6.8 Military Leave

6.8.1 During the period of 12 months commencing on 1 July each year, the Audit Office 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.

6.8.2 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.

6.8.3 Up to 24 working days military leave per financial year may be granted by the Audit Office 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 paragraph 6.8.1 of this subclause.

- 6.8.4 The Audit Office 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.
- 6.8.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in paragraph 6.8.3 of this subclause may be granted Military Leave top up pay by the Auditor-General.
- 6.8.6 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.
- 6.8.7 During a period of Military Leave top up pay, an employee will continue to accrue personal leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 6.8.8 At the expiration of military leave in accordance with paragraph 6.8.2 or 6.8.4 of this subclause, the employee shall furnish to the Audit Office a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.9.1 The Audit Office recognises the value of cultural diversity and the need for some faiths to access time or leave to attend to essential religious obligations including days of religious, cultural or ceremonial significance. Access to time or leave is subject to:
- 6.9.1.1 the operational requirements of the Audit Office
 - 6.9.1.2 the employee providing adequate notice of the need to take time or leave
 - 6.9.1.3 the employee obtaining prior approval of the time required or leave applied for
 - 6.9.1.4 any time off being made up in a manner approved by the Audit Office.
- 6.10 Parental Leave
- 6.10.1 Parental leave includes maternity, adoption and "other parent" leave.
- 6.10.2 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:
- 6.10.2.1 for a period up to 9 weeks prior to the expected date of birth, and
 - 6.10.2.2 for a further period of up to 12 months after the actual date of birth.
 - 6.10.2.3 an employee who has been granted maternity leave and whose child is stillborn may elect to take available personal leave instead of maternity leave.
- 6.10.3 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:
- 6.10.3.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody, or
 - 6.10.3.2 for such period, not exceeding 12 months on a full-time basis, as the Auditor-General may determine, if the child has commenced school at the date of the taking of custody.

- 6.10.3.3 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, flexitime or personal leave.
- 6.10.4 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:
- 6.10.4.1 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;
- 6.10.4.2 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 subparagraph 6.10.4.1 of this paragraph. 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.
- 6.10.5 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:
- 6.10.5.1 applied for parental leave within the time and in the manner determined set out in paragraph 6.10.10 of this subclause; and
- 6.10.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 6.10.5.3 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.
- 6.10.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a fulltime position who is on part time leave without pay when they start parental leave is paid:
- 6.10.6.1 at the fulltime rate if they began part time leave 40 weeks or less before starting parental leave,
- 6.10.6.2 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,
- 6.10.6.3 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.
- 6.10.7 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:

- 6.10.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work, or
- 6.10.7.2 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
- 6.10.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 6.10.8 Except as provided in paragraphs 6.10.5, 6.10.6 and 6.10.7 of this subclause, parental leave shall be granted without pay.
- 6.10.9 Right to request
- 6.10.9.1 An employee who has been granted parental leave in accordance with paragraphs 6.10.2, 6.10.3 or 6.10.4 of this subclause may make a request to the Auditor-General to:
- a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months, or
 - 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),
- to assist the employee in reconciling work and parental responsibilities.
- 6.10.9.2 The Auditor-General 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 Audit Office's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 6.10.10 Notification Requirements
- 6.10.10.1 When the Audit Office is made aware that an employee or their spouse is pregnant or is adopting a child, the Audit Office must inform the employee of their entitlements and their obligations under the award.
- 6.10.10.2 An employee who wishes to take parental leave must notify the Audit Office 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 paragraph 6.10.9 of this subclause.
- 6.10.10.3 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.

- 6.10.10.4 Employee's request and the Audit Office's decision to be in writing.
- The employee's request under subparagraph 6.10.9.1 and the Audit Office's decision made under subparagraph 6.10.9.2 must be recorded in writing.
- 6.10.10.5 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 Audit Office 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 Audit Office agrees.
- 6.10.10.6 An employee on maternity leave is to notify the Audit Office of the date on which she gave birth as soon as she can conveniently do so.
- 6.10.10.7 An employee must notify the Audit Office as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 6.10.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Audit Office and any number of times with the consent of the Audit Office. In each case she/he must give the Audit Office at least 14 days' notice of the change unless the Audit Office decides otherwise.
- 6.10.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 6.10.9 of this subclause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.10.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 6.10.13 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Audit Office approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 6.10.14 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 Audit Office) must be given.
- 6.10.15 An employee who is ill during her pregnancy may take available paid personal leave or accrued recreation or extended leave or personal 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.
- 6.10.16 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.
- 6.10.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 6.10.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave

- 6.10.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
- 6.10.17.3 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.
- 6.10.18 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 Audit Office, 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.
- 6.10.19 If such adjustments cannot reasonably be made, the Audit Office must grant the employee maternity leave, or any available personal 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.
- 6.10.20 Communication during parental leave
- 6.10.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Audit Office shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave, and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 6.10.20.2 The employee shall take reasonable steps to inform the Audit Office 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.
- 6.10.20.3 The employee shall also notify the Audit Office of changes of address or other contact details which might affect the Audit Office's capacity to comply with subparagraph 6.10.20.1 of this paragraph.
- 6.11 Purchased Leave
- 6.11.1 Employees can apply to purchase additional leave to be used within a 12 month period in accordance with Audit Office policy.
- 6.11.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 6.11.3 Purchased leave is subject to the following provisions:
- 6.11.3.1 the purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period
 - 6.11.3.2 other leave taken during the 12 month purchased leave agreement period i.e. personal leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay

- 6.11.3.3 personal leave cannot be taken during a period of purchased leave
- 6.11.3.4 the purchased leave rate of pay will be the salary for all purposes including superannuation
- 6.11.3.5 overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay
- 6.11.3.6 higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.12 Recreation Leave

6.12.1 Recreation leave accrues at the rate of 20 working days per year.

- 6.12.1.1 employees are to take at least 10 working days of recreation leave every 12 months, except by agreement with the Auditor-General. Recreation leave will be re-credited if an employee is ill, while on recreation leave, and provides a supporting medical certificate to the Audit Office
- 6.12.1.2 recreation leave does not accrue during leave without pay, other than:
 - (a) during incapacity for which compensation has been authorised under the relevant legislation, or
 - (b) absences due to natural emergencies, or
 - (c) during any period of personal leave without pay; not exceeding 5 full time working days or their part time equivalent in any 12 months or
 - (d) during any period of military leave without pay.
- 6.12.1.3 recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay
- 6.12.1.4 recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see subclause 6.10, Parental Leave, of Annexure 3,
- 6.12.1.5 on cessation of employment, an employee is entitled to be paid the monetary value of accrued recreation leave balances
- 6.12.1.6 an employee to whom subparagraph 6.12.1.5 of this paragraph 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
- 6.12.1.7 where an employee dies during their employment with the Audit Office, their nominated beneficiary or next of kin will be paid the monetary value of recreation leave they have accrued as at the date of death.

6.13 Special Leave

6.13.1 An Employee will be granted special leave in accordance with Audit Office Policies for circumstances including, but not limited to:

- 6.13.1.1 jury service;

- 6.13.1.2 as a witness in an official capacity at court;
- 6.13.1.3 support for employees experiencing domestic violence;
- 6.13.1.4 study leave including attending an approved examination;
- 6.13.1.5 National Aborigines and Islander Day of Commemoration (NAIDOC) celebrations;
- 6.13.1.6 delegates attending trade union activities; and/or
- 6.13.1.7 other purposes as approved by the Auditor-General or provided by law.

7. Training and Professional Development

7.1 Staff Development and Training Activities

7.1.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:

- 7.1.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 7.1.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 7.1.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

7.1.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:

- 7.1.2.1 Activities for which study assistance is appropriate;
- 7.1.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
- 7.1.2.3 Activities which are of no specific relevance to the NSW Public Sector.

7.1.3 Attendance of an employee at activities considered by the Audit Office to be:

- 7.1.3.1 Essential for the efficient operation of the Audit office; or
- 7.1.3.2 Developmental and of benefit to the NSW public sector.

shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.

7.1.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Audit Office:

- 7.1.4.1 Recognition that the employees are performing normal duties during the course;
- 7.1.4.2 Adjustment for the hours so worked under flexible working hours;
- 7.1.4.3 Payment of course fees;

- 7.1.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 7.1.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Audit Office is satisfied that the approval to attend constitutes a direction to work overtime under clause 10, Overtime of Part A.
- 7.1.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Audit Office:
 - 7.1.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 7.1.5.2 Payment of course fees;
 - 7.1.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 7.1.5.4 Such other conditions as may be considered appropriate by the Audit Office given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 7.1.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the Audit Office, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Audit Office is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 7.1.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

8. Overtime

8.1 Recall to Duty

- 8.1.1 An employee recalled to work overtime after leaving the Audit Office premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 8.1.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 8.1.3 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.
- 8.1.4 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.
- 8.1.5 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.

- 8.1.6 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.
- 8.1.7 This clause shall not apply in cases where it is customary for an employee to return to the Audit Office'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.
- 8.2 On-Call (Stand-By) and On-Call Allowance
- 8.2.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
- 8.2.1.1 entitled to be paid the on-call allowance set out in Part 2 Monetary Rates of Annexure 3, when directed by the Audit Office to be on call or on stand-by for a possible recall to duty outside the employee's working hours,
- 8.2.1.2 if an employee who is on call and is called out by the Audit Office, the overtime provisions as set out clause 10, Overtime, of Part A, shall apply to the time worked,
- 8.2.1.3 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.
- 8.3 Overtime Meal Breaks
- 8.3.1 Employee working flexible hours - an employee required to work overtime on weekdays beyond 7 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 8.3.2 Employees Generally - 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.
- 8.4 Overtime Meal Allowances
- 8.4.1 If an adequate meal is not provided by the Audit Office, a meal allowance shall be paid at the appropriate rate specified in the relevant Treasury Circular as specified from time to time, provided the Audit Office is satisfied that:
- 8.4.1.1 the time worked is directed overtime,
- 8.4.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought,
- 8.4.1.3 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
- 8.4.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 8.4.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Audit Office shall approve payment of actual expenses.
- 8.4.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

8.4.4 Receipts shall be provided to the Audit Office in support of any claims for additional expenses or when the employee is required to substantiate the claim.

8.4.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Audit Office and the Association from negotiating different meal provisions.

8.5 Provision of Transport in Conjunction with Working of Overtime

8.5.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of an employee on overtime does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the employee at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with the Audit Office Business Unit Leader.

8.5.2 Arrangement of Overtime - where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.

8.5.3 Provision of Taxis - where an employee ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

9. Miscellaneous

9.1 Existing Entitlements

The provisions of this Annexure shall not affect any entitlements existing in the Audit Office at the time this Award is made, if such provisions are better than the provisions contained in this Award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

PART 2

MONETARY RATES

Allowances are paid consistent with those published annually that are, at the time of entering into this Award, included in the relevant Treasury Circular as issued from time to time.

Table 1 - Allowances

As specified in the relevant Treasury Circular as issued from time to time.

J. WEBSTER, *Commissioner*

CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 189161 of 2021)

Before Commissioner Webster

9 July 2021

AWARD

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1. Arrangement

Clause No. Subject Matter

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PART B

MONETARY RATES

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2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal) Award 2021.

3. Definitions

- 3.1 "Act" means the *Independent Pricing and Regulatory Tribunal Act 1992*.

- 3.2 "At the convenience of" means the operational requirements to permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 3.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 "Chief Executive Officer" means the Chief Executive Officer of the Independent Pricing and Regulatory Tribunal who has been delegated particular power(s) under the Act.
- 3.5 "Public Service Senior Executive" is a person employed under section 39 of the Government Sector Employment Act 2013 whose terms and conditions of employment are governed by an employment contract between the Senior Executive and the Government of New South Wales.
- 3.6 "Contractor/Consultant" is a person or company engaged by the Tribunal under section 9 (4) of the Act to assist it in the exercise of its functions.
- 3.7 Employee(s) or "Staff member(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the *Independent Pricing and Regulatory Tribunal Act 1992*, excluding public service senior executives.
- 3.8 "Employer" or "Tribunal" means the Independent Pricing and Regulatory Tribunal.
- 3.9 "JCC" means the Tribunal's Joint Consultative Committee established by this award.
- 3.10 "Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.
- 3.11 "Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of the Grievance and Dispute Settling Procedures clause in this Award.
- 3.12 "Position" means a position, either full time or part time, at the Tribunal.
- 3.13 "Salary rates" means the ordinary time rate of pay for the staff member's grading excluding allowances and penalties not regarded as salary.
- 3.14 "Service" means continuous period of employment for salary purposes.
- 3.15 "Staff member(s)" or Employee(s)" means and includes all non-executive persons who are permanently or temporarily employed in accordance with the *Government Sector Employment Act 2013*.
- 3.16 "Supervisor" means the immediate supervisor of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor, other than a person employed as a consultant or contractor.
- 3.17 "Tribunal" or "Employer" means the Independent Pricing and Regulatory Tribunal.
- 3.18 "Workplace" means the whole organisation or as the case may be, a branch or section of the organisation that staff members are employed in.
- 3.19 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

4. Consultative Arrangements

- 4.1 The parties to this award shall through the established Joint Consultative Committee (JCC) encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.

5. Parties

- 5.1 The parties to this award are the Tribunal and the Association.

6. Work Environment

- 6.1 Occupational Health and Safety: Through the JCC, the parties to this award shall develop appropriate strategies to achieve and maintain an accident free and healthy workplace in accordance with the *Work Health and Safety Act 2011* and Regulations.
- 6.2 Equity in Employment: Through the JCC, the parties to this award shall review existing and new work practices and policies to achieve and maintain employment equity.
- 6.3 Harassment-Free Workplace: The parties to this award shall refrain from, and not be party to, any form of harassment in the workplace.

7. Grievance and Dispute Settling Procedures

- 7.1 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, if required.
- 7.2 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.
- 7.3 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 Chief Executive Officer or delegate.
- 7.4 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.
- 7.5 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.
- 7.6 This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 7.7 The Chief Executive Officer or the Association may refer the matter to mediation.
- 7.8 If the matter remains unresolved, the Chief Executive Officer 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.
- 7.9 A staff member, at any stage, may request to be represented by their Association.
- 7.10 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.11 The staff member, the Association and Tribunal shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 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.
- 7.13 In a 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 staff member or member of the public.

8. Hours of Work

- 8.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 8.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 8.3 The ordinary hours of work are 35 hours per week averaged over a 12 week period.
- 8.4 The Tribunal may require a staff member to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. 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. In determining what is unreasonable the following factors shall be taken into account:
- 8.4.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- 8.4.2 any risk to staff member health and safety;
- 8.4.3 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;
- 8.4.4 the notice (if any) given by the Tribunal regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours or;
- 8.4.5 any other relevant matter.

9. Flexible Work Hours

- 9.1 Ordinary Hours -
- 9.1.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 9.1.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 9.1.3 The daily normal contract hours of work for staff members are seven hours a day.
- 9.2 Settlement Period -
- 9.2.1 The settlement period is 12 weeks with contract hours of 420.
- 9.3 Bandwidth -
- 9.3.1 The standard bandwidth is Monday to Friday between 7.00 a.m. and 7.00 p.m. during which time normal work can be undertaken. This time shall be counted as accrued work time.
- 9.3.2 Subject to agreement between the supervisor and a staff member(s) work undertaken outside the bandwidth is counted as accrued work time. Any work performed outside the bandwidth without prior approval of the supervisor shall not count as accrued work time.
- 9.3.3 Staff members directed to undertake work prior to 7.30 a.m. or after 6.00 p.m., are entitled to overtime.

- 9.3.4 The standard bandwidth may be varied by agreement between the appropriate supervisor and staff member to suit operational needs or to assist with care responsibilities or other needs.
- 9.4 Core time -
- 9.4.1 Standard core time is between 9.30 a.m. and 3.30 p.m. This is the period of the working day when all staff members are required to be on duty unless on a lunch break or approved leave.
- 9.4.2 In normal circumstances, staff members commencing duty after or ceasing duty before core time, must apply for an appropriate amount of leave in quarter day increments.
- 9.4.3 In exceptional circumstances, staff members may commence work after standard core time, or cease duty before the end of core time, provided they notify their supervisor as soon as possible.
- 9.5 Lunch and Meal Breaks -
- 9.5.1 Staff members shall be entitled to a meal break of one hour, however, a minimum meal break of 30 minutes shall be taken.
- 9.5.2 A meal break up to a maximum of two and a half hours may be taken between midday and 2.30 p.m. The supervisor's prior approval is required for a meal break in excess of one hour.
- 9.5.3 Staff members shall be required to take a meal break not more than five hours after commencing work, or before 2.00 p.m., whichever is the earlier.
- 9.6 Hours Worked -
- 9.6.1 Staff members may choose their daily starting and finishing times within the bandwidth subject to core time provisions, supervisor's approval and the availability of work.
- 9.6.2 The Chief Executive Officer or nominee may direct staff members to work seven hours on a specified day also nominating starting and finishing times within the bandwidth on that day.
- 9.6.3 Staff members shall not normally work more than ten hours per day.
- 9.7 Conditions for Flexi Leave -
- 9.7.1 Staff members must have the supervisor's approval prior to taking flexi leave. Requests for flexi leave shall not be unreasonably refused. the Tribunal shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flexi leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.
- 9.7.2 The Chief Executive Officer or nominee may direct a staff member to work standard hours where the staff member is not observing work hours arrangements established under this award or any associated administrative instructions.
- 9.7.3 Where staff members give notice of resignation or retirement they, in consultation with the Supervisor, shall take all reasonable steps to eliminate additional flexi leave, credit or debit hours.
- 9.7.4 Where staff members have accumulated debit hours at the completion of the last day of service, any monies owing shall be debited accordingly by the forfeiture of annual leave. If a staff member has no annual leave to credit at the last day of service, their salary shall be adjusted accordingly.

9.8 Flexi Leave -

- 9.8.1 Where gainful work is available, staff members can accrue work time in excess of seven hours per day.
- 9.8.2 With the supervisor's approval staff members can take up to six days flexi leave in any settlement period either as full days, half days or combinations thereof. Flexi leave may be taken on consecutive days.
- 9.8.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.8.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.8.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.8.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.8.7 Staff members may carry forward up to 14 hours debit to the next settlement period.
- 9.8.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).

9.9 Banking Hours -

- 9.9.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.9.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.9.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.9.4 A banked day is equivalent to seven hours.
- 9.9.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.9.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.9.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.

9.10 Natural Emergencies and Major Transport Disruptions -

- 9.10.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 9.10.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
 - 9.10.1.2 negotiate an alternative working location with the Tribunal; and/or

- 9.10.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

10. Part Time Work

- 10.1 Staff members engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the requirements of the *Industrial Relations Act 1996*.

11. Part Year Employment

- 11.1 The Chief Executive Officer or nominee may grant staff members part-year employment by approving a number of weeks unpaid leave per year under current LWOP provisions.
- 11.2 This allows staff members to work an agreed number of weeks per year, with an agreed number of weeks unpaid leave and annual leave on a pro-rata basis.

12. Part Time Leave Without Pay

- 12.1 The Chief Executive Officer or nominee may approve part time leave without pay (LWOP) for full-time staff members for a limited period of time.

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- 13.2 This Award increases salaries and salary related allowances by 2.04 per cent from 1 July 2021.

14. Salary Progression

- 14.1 Performance Enhancement System
- 14.1.1 Formal appraisal under the Tribunal's Performance Enhancement System (PES) shall be used to assess incremental progression to the next salary point within each level.
- 14.1.2 The salary and performance of each staff member shall normally be reviewed annually on the anniversary of the appointment to their current position.
- 14.1.3 In special circumstances, additional formal appraisals may be completed within the annual cycle.
- 14.2 Accelerated Progression: A staff member who performs exceptionally (as determined by PES appraisals) may be recommended to the Chief Executive Officer for accelerated progression through the years within the IPART Officer Levels as set out in Table 1 - Salaries of Part B, Monetary Rates.

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
- 15.1.2 temporary employees, subject to the Tribunal's convenience; and
- 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.

- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 15.2.2 "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.
- 15.3 By mutual agreement with the Tribunal, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 15.3.1 a benefit or benefits selected from those approved by the Tribunal; and
- 15.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Tribunal for the benefit provided to or in respect of the employee in accordance with such agreement.
- 15.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 15.5 The agreement shall be known as a Salary Packaging Agreement.
- 15.6 Except in accordance with subclause 15.8, 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 Tribunal at the time of signing the Salary Packaging Agreement.
- 15.7 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:
- 15.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 15.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 15.7.3 subject to the Tribunal's agreement, paid into another complying superannuation fund.
- 15.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 15.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 15.9.1 *Police Regulation (Superannuation) Act 1906*;
- 15.9.2 *Superannuation Act 1916*;
- 15.9.3 *State Authorities Superannuation Act 1987*; or
- 15.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Tribunal 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.

- 15.10 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 subclause 15.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 15.11 Where the employee makes an election to salary package:
- 15.11.1 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
 - 15.11.2 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 13, Salaries of Part B, of this Award if the Salary Packaging Agreement had not been entered into.
- 15.12 The Tribunal may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 15.13 The Tribunal 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 employee may elect to terminate the Salary Packaging Agreement.

16. Appointment and Promotion

- 16.1 The Chief Executive Officer or nominee may appoint or engage a person to any salary that is within the salary range.
- 16.2 In determining commencing salary regard shall be given to:
- 16.2.1 The person's skills, experience and qualifications;
 - 16.2.2 The salary rate required to attract the person; and
 - 16.2.3 The remuneration of existing staff members performing similar roles.
- 16.3 On appointment or engagement, a staff member shall be advised of their commencing salary rate and of any salary increments to which they may have access.
- 16.4 New staff members appointed to roles at the Tribunal shall be in the first instance appointed on a probationary basis for a period up to 6 months.
- 16.5 The probation period may be varied or waived at the discretion of the Chief Executive Officer or nominee.

17. Allowances

- 17.1 Meal Allowances
- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.2 Temporary Assignment Allowance

17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.

17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.

17.3 Travel Allowances - Conditions

17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4 First Aid Allowance

17.4.1 The first aid allowance provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4.2 Adequate first aid outfits shall be provided, maintained and placed under the control of nominated staff members possessing first aid qualifications.

18. Union Consultation, Access and Activities

18.1 The provisions for union consultation, access and activities as set out in Section 5 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, including consultation and technological change and union deductions, shall apply.

19. Extended Leave

19.1 The extended leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009 or an award replacing it, shall apply.

20. Family and Community Service Leave

20.1 The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

20.2 The personal carer's leave provisions are contained in this clause and also in the Sick Leave clause of this award.

21. Leave Without Pay

21.1 The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

22. Military Leave

22.1 The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

23. Religious or Cultural Observations

23.1 The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

24. Parental Leave

- 24.1 Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

25. Purchased Leave

- 25.1 The Chief Executive Officer or nominee may approve an application by a staff member for the purchase of additional leave in accordance with the Tribunal's policy.

26. Recreation Leave

- 26.1 The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

27. Annual Leave Loading

- 27.1 The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however, no restrictions on salary paid to staff members shall apply.

28. Sick Leave

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply. Further:

28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.

28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.

- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, in the following situations:

29.2.1 Jury service.

29.2.2 Witness at court - official capacity.

29.2.3 Witness at court - other than in official capacity - Crown witness.

29.2.4 Called as a witness in a private capacity.

29.2.5 Examinations.

29.2.6 Association activities.

29.2.7 Return home when temporarily living away from home.

29.2.8 Return home when transferred to new location.

29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, special leave may be granted for the following situations:

29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).

29.3.2 First aid training and retraining.

29.3.3 Attend retirement preparation seminars (two days).

29.3.4 Meetings for financial members of professional or learned societies (up to five days).

29.3.5 Competitors or officials at the Commonwealth or Olympic/Paralympic Games (up to four weeks).

29.4 Any other circumstance applied for by staff members as special leave, that is not covered by this clause may be granted by the Chief Executive Officer or nominee on a case by case basis.

29.5 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 47, Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive 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.

30. Study Leave

30.1 Study leave for full-time study may be granted to assist staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours.

30.2 Study leave may be granted for studies at any level, including undergraduate study.

30.3 The grant for study leave is entirely at the discretion of the Chief Executive Officer or nominee in accordance with this clause and is dependent on the availability of Tribunal funds and the relevance and value of the studies to the Tribunal.

30.4 Study leave is granted to staff members as leave without pay with financial assistance at the rate of:

30.4.1 full pay for studies which are directly relevant to the functions of the Tribunal and can be demonstrated to directly improve the efficiency or effectiveness of the Tribunal; or

30.4.2 half pay for studies that are of appreciable benefit to the efficiency or effectiveness of the Tribunal.

30.5 Studies are considered directly relevant to the efficiency or effectiveness of the Tribunal when:

30.5.1 the studies relate directly to the staff member's functions and are necessary to enable these to be carried out effectively;

30.5.2 the studies involve research, the results of which are likely to have a significant impact on the Tribunal's operations;

30.5.3 the staff member would gain skills and knowledge, which are required by the Tribunal;

30.5.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.

30.6 Studies are considered to be of appreciable benefit to the efficiency or effectiveness of the Tribunal when:

- 30.6.1 the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively;
 - 30.6.2 the studies involve research, the results of which are likely to have an impact on the Tribunal's operations;
 - 30.6.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
 - 30.6.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
 - 30.7.2 financial constraints preclude the grant of study leave; or
 - 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
 - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

- 31.1 The provisions relating to staff development and training activities as set out in Tribunal's Staff Development Policy shall apply.

32. Study Time

- 32.1 Study time is available to develop the skills and versatility of staff members in accordance with this clause and may be granted at the discretion of Chief Executive Officer or nominee.
- 32.2 It shall not be granted to staff members to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- 32.3 Study time may be granted at full pay to staff members who are studying on a part-time basis.
- 32.4 Study time may be used for:
- 32.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 32.4.2 necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or
 - 32.4.3 private study; and/or
 - 32.4.4 accumulation, as outlined in subclause 32.17 of this clause.

- 32.5 Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week.
- 32.6 Where this grant is insufficient to cover essential absences, the necessary extra time can be granted.
- 32.7 Study time granted in excess of four hours per week must be made up.
- 32.8 Staff members who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to two hours study time on a Wednesday afternoon must ensure that they work five hours before proceeding on study time.
- 32.9 A half-day flexi leave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty.
- 32.10 Where staff members have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- 32.11 Study time is not to be taken in any week when classes are not attended.
- 32.12 If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- 32.13 Study time is an expendable grant, which if not used at the nominated time, is lost.
- 32.14 If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.
- 32.15 Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- 32.16 Staff members attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- 32.17 Subject to Tribunal convenience -
- 32.17.1 Staff members may choose to accumulate part or all of their study time.
- 32.17.2 Accumulated study time may be taken in any pattern or at any time.
- 32.18 Correspondence students are granted study time in the manner outlined in subclause 32.8 of this clause, that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week.
- 32.19 Where there is no corresponding face-to-face course, the institution will be asked to indicate the attendance requirements if such a course existed.
- 32.20 Correspondence students may accumulate their study time as outlined in subclause 32.17 of this clause, in order to cover any compulsory residential schools.
- 32.21 Block periods of study time may be granted to staff members in relation to the research and thesis component of: higher degrees, qualifying studies for admission to higher degrees; or Honours studies.
- 32.22 These block periods may be granted on the following basis:
- 32.22.1 Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework, and ten days study time for the thesis/major project component;

- 32.22.2 For qualifying studies entirely by thesis the grant is ten days;
- 32.22.3 For masters degree studies by research and thesis only, the total grant is:
 - 32.22.3.1 25 days for courses of two years minimum duration; and
 - 32.22.3.2 35 days for courses of three years minimum duration.
- 32.22.4 For doctoral studies, the total grant for the course is 45 days.
- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

33. Reimbursement of Fees

- 33.1 Staff members undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees (including HECS) and/or other compulsory charges.
- 33.2 The decision as to whether or not fees and/or other compulsory charges are approved in part or in full for reimbursement (and the method of reimbursement) is entirely at the discretion of the Chief Executive Officer or nominee.
- 33.3 Staff members applying for study time and/or reimbursement of fees and/or other compulsory charges shall, as soon as possible, be advised of which fees shall be reimbursed, how they shall be reimbursed, and the amount of study time to be approved. This will enable staff members to make a decision as to whether the study can be undertaken.
- 33.4 When determining the amount of reimbursement, the Chief Executive Officer or nominee shall consider:
 - 33.4.1 the skill requirements of the Tribunal;
 - 33.4.2 whether or not the expenditure is justified in terms of the Tribunal's objectives and targets; and
 - 33.4.3 the availability of funds.
- 33.5 Reimbursement of approved fees and/or other compulsory charges shall be made on production of evidence of such expenditure, and subject to satisfactory completion of the course or stage.
- 33.6 To be eligible for reimbursement of approved fees and/or other compulsory charges staff members applying must have been employed by the Tribunal for the majority of the academic period in question and be employed at the time of making the application.

34. Overtime

- 34.1 The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however:
 - 34.1.1 Staff members directed to work overtime, up to and including IPART Officer G, shall be paid overtime at their current salary, or salary and allowance in the nature of salary.
 - 34.1.2 Such overtime shall be approved in advance by the Chief Executive Officer or nominee.

35. Public Holidays

- 35.1 The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

36. Job Sharing

- 36.1 The Chief Executive Officer or nominee may approve implementation of job-sharing arrangements.
- 36.2 Job sharing is a voluntary arrangement in which one job is shared amongst staff members working on a part-time basis.
- 36.3 Job sharers may be employed on a part-time basis or may be full-time staff members on part-time leave without pay.

37. Work from Home

- 37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.
- 37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.
- 37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:
- 37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;
- 37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
- 37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and
- 37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.
- 37.4 All work from home approvals shall ensure adequate consideration of, and compliance with work health and safety, confidentiality and security provisions.
- 37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

38. Unsatisfactory Performance, Misconduct Or Serious Offence

- 38.1 Where situations arise in relation to unsatisfactory performance, misconduct or serious offence they shall be dealt with in accordance with the Tribunal's policy.

39. Termination of Employment

- 39.1 The staff member shall give two (2) weeks notice prior to resignation of employment.
- 39.2 The Tribunal shall give two (2) weeks notice or payment in lieu of notice to staff members prior to termination of employment.
- 39.3 In cases of serious or wilful misconduct the Chief Executive Officer or nominee may waive notice and no payment in lieu shall be due to staff members.

40. Managing Excess Staff

- 40.1 Where changes result in staff members becoming excess, the arrangements for managing such staff members shall be in accordance with the NSW Government public sector "Managing Excess Employees" policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

41. Secure Employment - Casual Conversion

41.1 The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

41.2 Casual Conversion

41.2.1 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 clause.

41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this 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 clause if the employer fails to comply with this notice requirement.

41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 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.

41.2.4 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.

41.2.5 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.

41.2.6 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.

41.2.7 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.

41.2.8 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 41.2.3 the employer and employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:

41.2.8.1 whether the employee will convert to full-time or part-time employment; and

41.2.8.2 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.

- 41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 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.
- 41.2.10 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

42. Secure Employment - Work Health & Safety

- 42.1 For the purposes of this clause, the following definitions shall apply:
- 42.1.1 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.
- 42.1.2 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.
- 42.2 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):
- 42.2.1 consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
- 42.2.2 provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 42.2.3 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
- 42.2.4 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.
- 42.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 42.4 Disputes Regarding the Application of this clause
- 42.4.1 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.
- 42.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

43. Anti-Discrimination

43.1 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.

43.2 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.

43.3 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.

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

43.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

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

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

43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

43.5 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.

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

43.5.2 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."

44. No Extra Claims

44.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

45. Savings of Rights

45.1 No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

46. Lactation Breaks

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

- 46.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 46.3 A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 46.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- 46.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 46.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 46.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 46.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 28, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 9, Flexible Work Hours, of this award, where applicable.

47. Leave for Matters Arising from Domestic Violence

- 47.1 The definition of domestic violence is found in subclause 3.19 of clause 3, Definitions, of this award;
- 47.2 Leave entitlements provided for in clause 20, Family and Community Service Leave, and clause 28, Sick Leave, may be used by staff members experiencing domestic violence;
- 47.3 Where the leave entitlements referred to in subclause 29.2 are exhausted, the Chief Executive Officer shall grant Special Leave as per subclause 29.5;
- 47.4 The Chief Executive Officer 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;
- 47.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 47.6 The Chief Executive Officer, 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.

48. Relationship to Other Awards

- 48.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 48.2 The Tribunal will use the outcomes achieved between the Association and Industrial Relations Secretary to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.

- 48.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2019) Award or an award replacing it.
- 48.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

49. Area, Incidence and Duration

- 49.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions, of this award.
- 49.2 The award shall commence on 1 July 2021 and has a nominal expiry date of 30 June 2022. It rescinds and replaces the Crown Employees (Independent Pricing and Regulatory Tribunal 2019) Award published 25 October 2019 (385 I.G. 252).

PART B

MONETARY RATES

Table 1 - Salaries

Salary rates apply from the dates indicated in the table below:

		0.3% pa effective from 1 July 2020 \$	2.04% pa Effective from 1 July 2021 \$
IPART Officer A	Year 1	56,804	57,963
	Year 2	60,747	61,986
	Year 3	64,691	66,011
IPART Officer B	Year 1	69,425	70,841
	Year 2	73,369	74,866
	Year 3	77,313	78,890
IPART Officer C	Year 1	82,837	84,527
	Year 2	86,784	88,554
	Year 3	90,727	92,578
IPART Officer D	Year 1	97,037	99,017
	Year 2	100,983	103,043
	Year 3	104,927	107,068
IPART Officer E	Year 1	112,027	114,312
	Year 2	115,971	118,337
	Year 3	119,919	122,365
IPART Officer F	Year 1	127,806	130,413
	Year 2	131,749	134,437
	Year 3	135,694	138,462
IPART Officer G	Year 1	144,374	147,319
	Year 2	148,318	151,344
	Year 3	155,477	158,649

J. WEBSTER, *Commissioner*

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Commission Against Corruption.

(Case No. 189183 of 2021)

Before Commissioner Webster

9 July 2021

AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWHS)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Extended Leave
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
23A.	Leave for Matters Arising from Domestic Violence
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Secure Employment Test Case - WHS Obligations
30.	Grievance and Dispute Resolution
31.	No Extra Claims
32.	Anti-Discrimination
33.	Salary Packaging
34.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates

Schedule 2 - Allowance Rates

Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2021.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

Executive - the ICAC's statutory officers and Executive Directors

Chief Commissioner - the Chief Commissioner of the ICAC

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

3. Aims of the Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim
- respect each other and work collaboratively

preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Chief Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Chief Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Chief Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration in a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer grades and salary rates appear in Table 1 of Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) All ICAC positions are evaluated using job evaluation processes and placed within the ICAC Officer grades, as shown in Table 1 of Schedule 1 of this Award.
- (5) Table 2 of Schedule 1 shows the salaries of Investigation Division positions that receive overtime and/or incidents allowances as detailed in clauses 26(5) and 28(5) of this Award.
- (6) Merit based selection processes are required for permanent upward movement between ICAC Officer grades.

- (7) Progression through the salary points (increments) in an ICAC Officer grade requires satisfactory performance within the Commission's performance management system, as described in clause 7 of this Award.
- (8) This Award applies to positions as specified in position descriptions as at the making of this Award.
- (9) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 2.5% from the first full pay period on or after 1 July 2019.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.
- (2) Members of staff of the Commission are appointed by the Chief Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Chief Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Chief Commissioner and are subject to the control and direction of the Chief Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
 - (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Chief Commissioner directs. The probationary period applies to permanent employees.
- (7) Satisfactory performance encompasses, but is not limited to:
 - (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
 - (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive public sector employer. Where the Commission offers ongoing employment in the same position then staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.
- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for one year on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4

month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible

recommendation to the Chief Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.

- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (FWHS)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance Officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.

- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a fulltime employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.
- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 6 weeks recreation leave (over 30 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.

- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

- (1) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (2) A fulltime staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (3) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (7) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (8) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 22, Sick Leave, of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWHS) of this award, where applicable.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 30 working days/210 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 30 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWHS).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Chief Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Chief Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Extended Leave

- (1) The ICAC extended leave entitlements are:
 - (a) Extended leave (EL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. EL may be taken at half pay.
 - (b) EL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) EL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) EL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's EL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) EL on Double Pay - A staff member with an entitlement to EL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act 1906*, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*.

The staff members 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. Other leave entitlements, e.g. recreation leave, sick leave and EL will accrue at the single time rate where a staff member takes EL 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 a staff member elects to take EL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of EL will be paid and not debited from a staff member's EL entitlement. In respect of public holidays that fall during a period of double pay EL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for EL purposes - The following service with public sector agencies may count for EL purposes, depending on the agency:
 - (a) permanent and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.
 - (b) continuous service with agencies under the *Government Sector Employment Act 2013* and as defined by the Department of Finance, Services and Innovation, NSW Industrial Relations

Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for EL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following: -
 - (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Chief Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) 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;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government 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.
- (3) 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.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carer's leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of

- (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
 - (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
 - (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carer's leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.

- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months subject to special approval by the Chief Commissioner. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Chief Commissioner may grant a staff member 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.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top Up Pay by the Chief Commissioner. Military Leave Top Up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (4) During a period of Military Leave Top Up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the Commission is to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Chief Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member 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, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) 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;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) 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.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member 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 staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a fulltime position who is on part time leave without pay when they start parental leave is paid:
- (a) at the fulltime rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) 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;
 - (c) 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.

- (7) A staff member 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 staff member 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 staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Chief Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) 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);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Chief Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commission's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
- (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.

- (d) Staff member's request and the Chief Commissioner's decision to be in writing
- The staff member's request under paragraph (9)(a) and the Chief Commissioner's decision made under paragraph (9)(b) must be recorded in writing.
- (e) A staff member 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 Commission 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 Chief Commissioner agrees.
- (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
- (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Chief Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Chief Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (14) A staff member 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 Commission) must be given.
- (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member 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.
- (16) A staff member 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.
- (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
- (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;

- (c) 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.
- (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, 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, job redesign and working from home or remotely.
- (19) If such adjustments cannot reasonably be made, the Chief Commissioner must grant the staff member 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.
- (20) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission 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 staff member held before commencing parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - (b) The staff member shall take reasonable steps to inform the Chief Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (c) The staff member shall also notify the Chief Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the *Banks and Banks Holidays Act 1912* apply and provide for the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Chief Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (a) At the commencement of employment with the Public Sector, a fulltime staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
 - (b) After the first four months of employment, a fulltime staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.

- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member 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 by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Chief Commissioner,
 - (d) other instances determined by the Chief Commissioner.

23A. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (2) Staff experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days).

- (3) The leave is to be available for employees experiencing domestic and family violence, for purposes including; seeking safe accommodation; attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence; attending court and other legal proceedings relating to their experience of domestic and family violence; organising alternative care or education arrangements for their children; or other related purposes approved by the agency head.
- (4) When approving leave, the Chief Commissioner needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as; an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession; a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or a medical certificate.
- (5) The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- (6) The leave entitlement does not extend to casual employees. Temporary and part-time employees will be entitled to the leave on a pro-rata basis
- (7) Where the leave entitlements referred to in subclause 23A(2) are exhausted, leave entitlements provided for Family and Community Service Leave, Sick Leave and Sick Leave to Care for a Family Member, and Special Leave may be used by staff members experiencing domestic violence.
- (8) Personal information concerning domestic violence will be kept confidential by the Commission.
- (9) The Chief 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.

24. Study Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc., where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.

- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Investigators (surveillance), who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
- (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
- (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
- (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)

- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
 - (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.
- (5) Investigations Staff Overtime Allowance - Investigators, Senior Investigators, Senior Forensic Accountant, Special Investigators, Senior Technical Officers, Forensic Accountant, Technical Officer, Investigators (surveillance) and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
 - (a) Investigators, Investigators (surveillance), Forensic Accountant, Technical Officer - 9.1%
 - (b) Senior Investigators, Special Investigators, Surveillance Team Leader, Senior Forensic Accountant and Senior Technical Officer - 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
 - (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
 - (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.

- (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.

(2) Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.

(3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.

(4) First Aid Allowance

(a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

(b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Investigator (surveillance), Surveillance Team Leader, Senior Technical Officer and Technical Officer in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

(a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.

(b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.

(c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Investigators (surveillance) are exempt from this rule and would have their own policy.

(d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.

(e) For travel involving no overnight stay no meal allowance will be paid. Investigators (surveillance) are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Chief Commissioner or

his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.

- (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
- (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.

(7) Motor Car allowances

- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
- (b) Where other transport is available but, staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Secure Employment Test Case - WHS Obligations

(1) For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust 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.

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

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

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

- (4) Disputes regarding the application of this clause

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

- (5) This clause has no application in respect to 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.

30. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) 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 department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager 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.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 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. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Commissioner.
- (6) If the matter remains unresolved, the Chief Commissioner 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.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

31. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

32. Anti-Discrimination

- (1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, pregnancy or potential pregnancy, disability, homosexuality or other sexual orientation, transgender identity, age, carer's or family responsibilities.
- (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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

33. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

34. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This Award rescinds and replaces the Independent Commission Against Corruption Award published on 8 May 2020 (387 I.G. 1083) and all variations thereof from 1 July 2021 and shall remain in force until 30 June 2022.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES**Table 1**

ICAC OFFICER GRADE	Salary Point	FFPP 1.7.21 \$
1A	1	56,927
	2	58,178
	3	60,182
	4	61,691
	5	63,193
1B	1	64,201
	2	65,948
	3	67,956
	4	69,713
	5	71,471
1C	1	71,218
	2	72,973
	3	74,979
	4	76,734
	5	79,239
2	1	80,748
	2	82,503
	3	84,761
	4	87,517
	5	89,528
3	1	92,033
	2	94,538
	3	96,547
	4	99,553
	5	102,062
4	1	104,320
	2	106,828
	3	110,092
	4	113,098
	5	116,112
5	1	118,359
	2	121,117
	3	124,632
	4	128,644
	5	131,653
6	1	132,404
	2	136,415
	3	139,182
	4	142,689
	5	147,206
7	1	145,199
	2	147,451
	3	149,963
	4	152,218
	5	157,984
8	1	154,727
	2	158,988
	3	163,000
	4	167,011
	5	171,271

Table 2

Classification	Base Rate FFPP 1.7.21 \$	8.7% Overtime Allowance \$	9.1% Overtime Allowance \$	12.2% Incidents Allowance \$	Annual Salary including allowances \$
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 1	92,033		8,375	11,228	111,636
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 2	94,538		8,603	11,534	114,675
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 3	96,547		8,786	11,779	117,112
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 4	99,553		9,059	12,145	120,757
Investigator (Surveillance) ICAC Officer Grade 3 -Salary Point 5	102,062		9,288	12,452	123,802
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 1	104,320		9,493		113,813
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 2	106,828		9,721		116,549
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 3	110,092		10,018		120,110
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 4	113,098		10,292		123,390
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 5	116,112		10,566		126,678
Technical Officer ICAC Officer Grade 4 - Salary Point 1	104,320		9,493	12,727	126,540
Technical Officer ICAC Officer Grade 4 - Salary Point 2	106,828		9,721	13,033	129,582
Technical Officer ICAC Officer Grade 4 - Salary Point 3	110,092		10,018	13,431	133,542
Technical Officer ICAC Officer Grade 4 - Salary Point 4	113,098		10,292	13,798	137,188
Technical Officer ICAC Officer Grade 4 - Salary Point 5	116,112		10,566	14,166	140,844
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 1	118,359	10,297			128,656
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 2	121,117	10,537			131,654
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 3	124,632	10,843			135,475
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 4	128,644	11,192			139,836
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 5	131,653	11,454			143,107

Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 1	118,359	10,297		14,440	143,096
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 2	121,117	10,537		14,776	146,430
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 3	124,632	10,843		15,205	150,680
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 4	128,644	11,192		15,695	155,531
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 5	131,653	11,454		16,062	159,169
Special Investigator ICAC Officer Grade 6 - Salary Point 1	132,404	11,519			143,923
Special Investigator ICAC Officer Grade 6 - Salary Point 2	136,415	11,868			148,283
Special Investigator ICAC Officer Grade 6 - Salary Point 3	139,182	12,109			151,291
Special Investigator ICAC Officer Grade 6 - Salary Point 4	142,689	12,414			155,103
Special Investigator ICAC Officer Grade 6 - Salary Point 5	147,206	12,807			160,013

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FFP 1.7.21 \$
Associate's Allowance subclause 28(2) - Total allowance payable in 12 month financial period not to exceed	6,820 p.a.
- 50% allowance payable to approved staff members on basis of training and availability	3,410 p.a.
- Daily Rate	85.25 pd
Community Language Allowance Scheme subclause 28(3)	1,482 p.a.
Alarm Allowance (on call allowance) - For officers that are required to be on call	1.03 ph/ 7,152 p.a.
First Aid Allowance (Senior) First Aid Officer Allowance subclause 28(4)	1,434 p.a. 955 p.a.

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

- (b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

- (4) Motor Car Allowances - subclause 28(7)

- (a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.
- (b) Specified journey rate will be 40% of official business rate.

- (5) Casual Employees: Persons employed on a casual basis will receive:

- (a) Loadings of
 - (i) 15% for Mondays to Fridays
 - (ii) 50% for Saturdays
 - (iii) 75% for Sundays
 - (iv) 150% for Public Holidays
- (b) An additional payment of 1/12th in lieu of annual leave
- (c) Minimum period of engagement of 3 hours
- (d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime
- (e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

- (1) 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 Commission must not fail to re-engage a regular casual employee (see section 53(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.

- (2) Personal Carer's 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 family member described in (3) below 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 below in (d), and the notice requirements set out in (e).

- (b) The Chief Commissioner 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.
- (c) The Chief Commissioner 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.
- (d) The casual employee shall, if required,
 - (i) 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
 - (ii) 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.

- (e) 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.
- (3) A Family Member for the Purposes of (2) (a) Above is:
- (a) a spouse of the staff member; or
 - (b) 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
 - (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 staff member or of the spouse or of de facto spouse of the staff member; or
 - (d) 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.

- (4) 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 family member on production of satisfactory evidence (if required by the employer).
 - (b) The Chief Commissioner 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.

- (c) The Chief Commissioner 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.
- (d) 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.

J. WEBSTER, *Commissioner*

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LANDCOM AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Landcom.

(Case No. 189135 of 2021)

Before Commissioner Webster

9 July 2021

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Area, Incidence and Duration
4.	Parties and Coverage
5.	Definitions
6.	Local Arrangements
7.	Dispute Resolution
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41. Sick Leave - Workers' Compensation
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43. Sick Leave - Requirements for Medical Certificate
44. Sick leave to Care for a Family Member
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49. Observance of Essential Religious or Cultural Obligations
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76. Work Health and Safety
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APPENDIX A

APPENDIX B - SALARY SCHEDULE

2. Title

This award shall be known as the Landcom Award 2021.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
 - (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
 - (b) Crown Employees (Public Sector - Salaries 2019) Award, or any replacement award
 - (c) Crown Employees (Planning Officers) Award 2016

- (d) Crown Employees (Senior Officers Salaries) Award 2012
 - (e) Any other award, agreement or determination that affected Landcom as a Division of the Department Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
 - (3) This award rescinds and replaces the Landcom Award 2019 published 28 February 2020 (386 I.G. 840) and shall take effect from 1 July 2021 and shall remain in force until 30 June 2022.
 - (4) This award complies with Section 19 of the *Industrial Relations Act 1996*.

4. Parties and Coverage

- (1) The parties to this award are Landcom and the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.
- (2) The provisions of this award shall apply to staff members employed by Landcom.
- (3) The provisions of this award shall not apply to senior managers above Level 8 salary point 23, employed on written contracts of employment, other than clauses 38 to 53 inclusive, which deal with various leave entitlements.

5. Definitions

"Act" means the *Landcom Corporation Act 2001*.

"Agreement" means an agreement as defined in the *Industrial Relations Act 1996*.

"Approved Course" means a course that is relevant to the employment of the staff member and one that has been approved by the Chief Executive Officer.

"Association" means the Public Service Association and the Professional Officer's Association Amalgamated Union of New South Wales (PSA).

"Association Delegate" means an accredited Association delegate responsible for their workplace membership; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Association Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the union for an agreed period of time.

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Corporation" means Landcom as established by the Act.

"Chief Executive Officer" means the Managing Director of Landcom or a person authorised by the Managing Director.

"Daily Spread of Hours" means a 12 hour daily spread of hours for working the 35 hour week, which will normally fall between 7.00 am and 7.00 pm.

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

"Exchange" means an arrangement agreed to by the Chief Executive Officer, the staff member and a public service department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of exchange.

"Expected date of birth" in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

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

"Full-time position" means a position that is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Long service leave" means long service (previously "extended") leave to which a staff member is entitled under the provisions of this award.

"Normal work", for the purposes of clause 7, Dispute Resolution, of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

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

"Overtime" means all time worked outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12, Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours, at the direction of the Chief Executive Officer. "Overtime" also means all time worked outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14, Standard Hours, whether before or after the commencing and finishing times of the set hours, at the direction of the Chief Executive Officer.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time work arrangement.

"Part-time hours" means the hours that are less than the 35 hours per week that constitute full-time work under this award.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position that is filled on a part-time basis.

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time and whose weekly hours of work are less than the 35 hours per week required of full-time staff members.

"Public holiday" means a bank or public holiday under the *Banks and Bank Holidays Act 1912*, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's Daily Spread of Hours in the case of a staff member working pursuant to the provisions of clause 12, Hours of Work, or outside the staff member's set hours in the case of a staff member working pursuant to the provisions of clause 14, Standard Hours.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Short leave" means the leave which was available to be granted to staff members in the case of pressing necessity that was replaced by the family and community service leave from 20 September 1994.

"Staff member" means an employee, including a casual, temporary or term employee, of Landcom and, unless otherwise specified in this award, includes both full-time and part-time staff members.

"Standby" means an instruction given by the Chief Executive Officer to a staff member to be available for immediate contact in case of a recall to duty.

"Study leave" means the justification for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer.

"Study time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course, generally to a maximum of four hours per week during semester or term period.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs Landcom work if required to work away from headquarters.

"Use of private motor vehicle 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 the Chief Executive Officer 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.

"Use of private motor vehicle 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 the Chief Executive Officer and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Workplace" means the whole of Landcom or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace management" means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of Landcom or part of the Corporation.

6. Local Arrangements

- (1) Local arrangements may be negotiated between the Chief Executive Officer and the Association in respect of the whole, or part(s), of Landcom.

- (2) All local arrangements negotiated between the Chief Executive Officer and the Association shall be contained in a formal document such as, but not limited to, a co-lateral agreement, exchange of letters, or a memorandum of understanding.

7. Dispute Resolution

- (1) Subject to the provisions of the *Industrial Relations Act 1996*, 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 Landcom, if required.
- (2) A staff member 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.
- (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, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate 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.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member 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. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative 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.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) 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 staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) 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 a 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 Landcom staff member or member of the public.

For the purposes of this clause, a "General Manager" is a Landcom manager reporting directly to the Chief Executive Officer.

8. Consultation

- (1) There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between Landcom management and the Association.

- (2) The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of this Award. The Consultative Working Party shall consist of both Landcom and Association representatives, to be nominated by the respective parties, to the following maximum numbers:

Landcom representatives	3
Association representatives	3

Either party may have additional representatives attend on their behalf following reasonable notice being given to the other party of such a requirement.

- (3) The Consultative Working Party shall meet within one month of the making of this Award and thereafter every three months, or as otherwise agreed between the parties.
- (4) The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

9. Salaries

- (a) All Staff Members will be paid in accordance with the salary structures and rates set out in this Award.
- (b) The Corporation shall pay salaries and other moneys to staff members on a fortnightly basis into a nominated account.
- (c) Salaries shall include annual leave loading.

10. Classifications

- (1) The Salaries Schedule at Appendix B of this award contains a single Landcom Officer classification, divided into the three categories of Officer, Management and Senior Management.
- (2) All staff member shall have titles reflect their functional responsibility as determined from time to time by the Corporation.
- (3) Senior Management Category
- (a) The inclusion of positions in the Senior Management Category shall be at the discretion of the Chief Executive Officer of the Corporation.
- (b) Staff members appointed by the Chief Executive Officer to positions in the Senior Management Category shall require either one or more of the following:
- (i) a degree qualification;
 - (ii) a qualification deemed to be equivalent,
 - (iii) an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as, but not limited to, engineering, surveying, valuing, real estate, land economics, and architecture;
 - (iv) equivalent demonstrated successful work experience;
- (c) Positions identified by the Corporation as having special requirements may not require the staff member appointed to have a degree qualification.
- (d) The Corporation shall from time to time undertake a formal review of positions included in the Senior Management classification to ensure the Corporation's needs are met.

11. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

12. Hours of Work

- (1) Notionally, staff members will work a 35 hour week, to be worked over a minimum of 5 days on any of the 7 days of the week.
- (2) The normal working week shall be Monday to Friday, with standard office hours from 9.00 am to 5.00 pm.
- (3) The 12 hour daily spread of hours for working the 35 hour week will normally fall between 7.00 am and 7.00 pm (Daily Spread of Hours), unless otherwise agreed. Where staff members are directed to work outside the Daily Spread of Hours applicable to them, overtime provisions shall apply.
- (4) Staff members must reach agreement with their supervisor regarding hours of work, with such agreement able to include provisions to move the Daily Spread of Hours applicable to each staff member to start or finish outside the usual times of 7.00 am and 7.00 pm respectively.
- (5) Agreements between staff members and supervisors will be aimed at achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member within the Landcom Performance Management System.
- (6) Staff members shall record their times of attendance when working in, or from, a Landcom Office. Landcom Offices include, but are not limited to, Regional, Project, Joint Venture and Sales Offices.
- (7) Staff members shall record the time spent on Landcom work when working under a Working from Home agreement.
- (8) The manner of attendance and/or work recording shall be as decided by Landcom.
- (9) Staff members may take a break of 10 minutes in the morning and afternoon, provided that dealings with the public are not affected, and a meal break of no less than 30 minutes must be taken no later than 5 hours after commencing continuous work.
- (10) A staff member may be required to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. 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. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member health and safety,
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of Landcom and the effect on client services,
 - (d) the notice (if any) given by Landcom regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

13. Agreed Absences

- (1) All staff members covered by this Award shall be entitled to one paid day off per calendar month (except those staff members working standard hours).
- (2) Each staff member and their supervisor shall agree on the day the staff member is to be absent from work pursuant to this clause.
- (3) To meet Landcom business requirements, a paid day off may be postponed for one or more months. The taking of postponed paid days off is a matter for local arrangement between the staff member and their supervisor.
- (4) Subject to agreement between the staff member and their supervisor, up to five paid days off may be conserved by a staff member each calendar year, subject to the following conditions:
 - (a) the conserved paid days off may be taken during the calendar year, subject to arrangement with the supervisor; or
 - (b) up to five paid days off may be "cashed in" during the calendar year at the staff member's option at the staff member's ordinary salary rate; or
 - (c) any balance of conserved paid days off as at 31 December in each year shall be "cashed in".
- (5) Conserved paid days off in excess of five will be forfeit.
- (6) A staff member may accrue their entitlement to Agreed Absences while they are on leave for a continuous period of up to two calendar months (excluding sick leave). If the period of leave exceeds two calendar months (excluding sick leave), the staff member will cease to accrue their entitlement to Agreed Absences until such time as they return to duty.

14. Standard Hours

- (1) Standard hours are set hours of work commencing at 9.00 am and concluding at 5.00 pm inclusive of one hour set aside for a meal break.
- (2) The Chief Executive Officer may direct that standard hours, or restrictions to the work arrangements set out in clause 12, Hours of Work, be worked in particular circumstances. These circumstances may include, but are not limited to:
 - (a) where the operational requirements of Landcom, or a particular part of the Corporation, cannot accommodate the flexibilities of clause 12, Hours of Work, or
 - (b) remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently failed to meet the requirement to work 35 hours per week or otherwise abused the work arrangements set out in clause 12, Hours of Work.

15. Part Time Staff Members

- (1) Where appropriate, the provisions of clauses 12, Hours of Work, 13, Agreed Absences and 14, Standard Hours, of this award shall apply to part-time staff members on a pro-rata basis.
- (2) Part-time work is permanent, temporary or term employment and part-time employees work less hours than full-time employees and receive all the entitlements of fulltime employees on a proportional basis.
- (3) Staff members may request to have applications considered to work part-time under this award.
- (4) Staff members working part time must complete a part time work agreement (PTWA) with their supervisor.

- (5) The PTWA must be in writing signed by the staff member and the supervisor and must include:
 - (a) the hours and days to be worked;
 - (b) the starting and finishing times of each work day, if a Standard Hours arrangement is to be worked;
 - (c) the classification of the staff member; and
 - (d) the right (if any) for the staff member to return to full time work.
- (6) The maximum number of weekly hours under the PTWA must be less than the full-time requirement of 35 hours per week in this award.
- (7) The part-time staff member must be paid the same ordinary hourly rate as similarly classified full-time staff member under this award.
- (8) Hours worked that fall outside the ordinary daily hours agreed to, shall be paid at the ordinary time rate, unless such hours would attract payment at overtime rates for a full-time staff member.
- (9) A PTWA can be changed by making a new written agreement between the staff member and supervisor.

16. Filling Positions

- (1) The Chief Executive Officer shall determine the most appropriate method of filling vacant or temporarily created positions in Landcom that best meets the requirements of the Corporation. Positions may be created and filled as:
 - (a) Permanent: a position created on the Landcom staff establishment on a full time or part time basis.
 - (b) Temporary or Term: a position created on the Landcom staff establishment on a full time or part time basis as a temporary position to meet an identified need for a specified period.
 - (i) Temporary positions will be the same as permanent positions in terms of the operation and entitlements of this award. A temporary position may be identical to a permanent position but only required for a specified period of time to meet a Corporation business need or it may be created for the term of a specific project. At the expiration of the period, unless extended beforehand, the period of temporary employment will come to a conclusion.
 - (ii) Term positions will be the same as permanent positions in terms of the operation and entitlements of this award, however they do not need to be the same as a permanent position in terms of work requirements. The positions may specify certain conditions unique to the position such as the requirement to work standard hours, weekend work, complete a specific project, work in a joint venture arrangement, receive special remuneration or any other particular Corporation need. Such positions will normally be created for a specific period of time and at the expiration of the period, unless extended beforehand, the period of term employment arrangement will come to a conclusion.
 - (c) Casual: a position created on the Landcom staff establishment on a full time or part time basis according to the provisions of clause 17, Casual Employment, of this Award. A casual position shall be filled by a staff member employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency.
- (2) Landcom may also fill positions by any other arrangement that meets the operational business and commercial needs of Landcom.

17. Casual Employment

- (1) Hours of Work
 - (a) A casual employee is engaged and paid on an hourly basis.
 - (b) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
 - (c) A casual employee shall not work more than 8 (eight) consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 8 hours.
- (2) Rate of Pay
 - (a) 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 26.08929 divided by ordinary fortnightly hours for the classification
 - (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

15 percent for work performed on Mondays to Fridays (inclusive),

50 percent for work performed on Saturdays,

75 percent for work performed on Sundays,

150 percent for work performed on public holidays.
 - (c) Casual employees shall also receive a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave and annual leave loading.
 - (d) The loadings specified in subclause (2)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave, and all incidences of employment, except overtime.
- (3) Overtime
 - (a) Casual employees shall be paid overtime for work performed in excess of 8 (eight) consecutive hours (excluding meal breaks).
 - (b) Overtime will be paid in accordance with the rates set in clause 33, Rates of Payment of Overtime, of this Award.
 - (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15 percent loading set out in subclause (2)(b) of this clause.
 - (d) The additional payment in lieu of annual leave as set out in subclause (2)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (4) Leave
 - (a) Except as provided under this clause, casual employees are not entitled to any other paid or unpaid leave.
 - (b) As set out in subclause (2)(c) of this clause, casual employees will be paid a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave.

- (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (d) Casual employees are entitled to unpaid parental leave in accordance with Appendix A.
- (e) Personal Carers entitlement for casual employees
 - (i) 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 subclause 44(4) 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 below in (f)(i) or (f)(ii), and the notice requirements set out in (f)(iii).
 - (ii) The Department 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.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not to engage a casual employee are otherwise not affected.
- (f) The casual employee shall, if required,
 - (i) 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
 - (ii) Establish by production of documentation acceptable to Landcom 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.
 - (iii) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (g) Bereavement entitlements for casual employees
 - (i) 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 Landcom).
 - (ii) The Department 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.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence, inform Landcom of their inability to attend

for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.

(5) Application of other clauses of this Award to Casual Employees

The following clauses of this Award do not apply to casual employees:

- 12. Hours of Work
- 13. Agreed Absences
- 14. Standard Hours
- 20. Salary Sacrifice and Packaging for other than superannuation contributions
- 24. Excess Travelling Time
- 27. Overseas Travel
- 32. Overtime
- 34. (3) and (4) Rest Periods concerning Recall to Duty and On Call (Standby)
- 36. Compensation for Directed Overtime
- 40. to 44 (inclusively) relating to various leave provisions
- 55. Exchanges
- 56. Relocation Package
- 57. Termination of Employment
- 58. Working from Home
- 60. Management of Displaced Staff Members
- 62. Performance Management
- 63. Unsatisfactory Performance or Misconduct
- 65. Association Activities
- 66. Access to Facilities
- 71. Public Holidays

18. Recruitment and Selection

(1) Filling Vacancies

- (a) Where a position becomes vacant, Landcom will advertise and fill the position through a process of merit selection.
- (b) The Chief Executive Officer may dispense with the requirement to advertise a vacancy if an appointment can be made from eligible staff within the Corporation.
- (c) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position and to make recommendations to the Chief Executive Officer on the most meritorious applicant.
- (d) Nothing in paragraph (c) requires the Chief Executive Officer to adopt any recommendation made by the selection committee in relation to the filling of a vacancy.
- (e) Prior to a staff member commencing duty with Landcom, written certification concerning the state of health of the staff member must be completed, by the staff member, to the satisfaction of the Chief Executive Officer.

(2) Eligibility Lists

- (a) Where interviews have been held for a vacant position, the selection committee will establish an eligibility list of candidates ranked in order of merit, who if it were not for the selected candidate, would be recommended for the position.
- (b) The eligibility list is effective for up to six months from the date of approval in respect of the advertised vacancy and may be used to fill identical or similar vacant positions not mentioned in the original advertisement.

- (c) The Chief Executive Officer may elect to use an eligibility list to fill a position, require a new selection process to be undertaken, or take any other administrative action in relation to a vacancy.
- (3) Appointment and Rates of Pay
- (a) The Chief Executive Officer may appoint a successful applicant to any salary within a salary Level in Appendix B to this award.
 - (b) In determining commencing salary regard shall be had to:
 - (i) the person's skills, experience and qualifications;
 - (ii) the rate required to attract the person; and
 - (iii) the remuneration of existing staff members performing similar work.
 - (c) A successful applicant shall receive a letter of offer of employment that will form part of the employment contract with Landcom.
 - (d) The letter of offer of employment shall cover such matters as commencing salary rate, any salary increments and, if applicable, probationary period, the term of employment and requirement to work standard hours for specified positions.
- (4) Probation
- (a) All new appointments shall serve a minimum probationary period of six months.
 - (b) The Chief Executive Officer may dispense with the requirement for a probationary period; extend the probation up to a maximum of two years; or annul the appointment of a person during a period of probation.

19. Job Evaluation

The Chief Executive Officer shall classify and grade positions using government accredited job evaluation methodology.

20. Salary Sacrifice and Packaging

(1) Salary Sacrifice - General

The Chief Executive Officer may enter into agreements with staff members for salary sacrifice for superannuation and/or other agreed benefits, including a novated leased motor vehicle, to a maximum of one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary within NSW Government policy and the Landcom Salary Sacrificing and Motor Vehicle Policy (as amended from time to time) and powers of the State Owned Corporations Act and the Landcom Corporation Act.

(2) Salary Sacrifice - Superannuation

- (a) A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional superannuation contributions in excess of contributions made by Landcom under relevant legislation. Such election must be made prior to the commencement of the period of service to which the salary payments relate. The amount of salary sacrificed for all purposes must not exceed one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.

- (b) Where the staff member has elected to sacrifice a portion of salary to additional 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 entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this award.
- (c) The staff member may elect to have the portion of salary which is sacrificed to additional superannuation contributions:
- (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employee contributions, or
 - (ii) Subject to Landcom's agreement, paid into a private sector complying superannuation scheme as employee superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of subclause (c) above, Landcom will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member is a member of a superannuation scheme established under:
- The *Police Regulation (Superannuation) Act 1906*;
 - 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*.
- Landcom must ensure that the amount of any additional employee superannuation contributions specified in subclause (a) above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.
- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, a staff member had entered into an agreement with Landcom to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, Landcom will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Landcom may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

21. Payment of Expenses

- (1) Landcom shall meet any expenses, including those relating to official travel and associated expenses, actually and necessarily incurred by a staff member within the guidelines set by management when undertaking approved official business (either in advance or as a reimbursement).
- (2) Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member. As applicable, receipts shall be produced in accordance with Australian Tax Office requirements

22. Higher Duties Allowance

Staff members directed to perform the duties of a higher position shall be paid an allowance as determined by the Chief Executive Officer in accordance with the Landcom Higher Duties Allowance Policy.

23. Allowances - General

The allowances payable under this award shall be reviewed as follows:

- (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) Subclause 35(4) Overtime meal allowances; and
 - (b) Subclause 26(3) Use of private motor vehicles during work related duties.
- (2) Allowances payable in terms of clauses listed in this paragraph shall be subject to a percentage increase pursuant to clause 11, Salary Increases:
 - (a) Subclause 28(1) First Aid Allowance
 - (b) Subclause 34(4) Rest Periods (On call (Standby) Allowance);
 - (c) Clause 73 Community Language Allowance; and
 - (d) Subclause 29(1) & 29(2) Weekend and Public Holiday Allowance.

24. Excess Travelling Time

- (1) A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this clause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (2) Compensation under paragraphs (a) or (b) of subclause (1) of this clause, shall be made, subject to the following conditions:
 - (a) excess travelling time on a non-working day shall be all time spent travelling on official business;
 - (b) excess travelling time on a working day shall be, subject to the provisions of subclause (5) of this subclause, all additional time spent travelling before or after the staff member's usual hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (3) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day, where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (5) Travelling time shall not include the time:
- (a) normally taken for the periodic journey from home to headquarters and return;
 - (b) on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (c) on board a ship or aircraft.
 - (d) spent travelling overseas on official business.

(6) Waiting Time

When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the usual hours of duty, such waiting time shall be treated and compensated in the same manner as excess travelling time.

(7) Payment

- (a) Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Usual hours of work}}$$

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Staff members whose salary, pursuant to Appendix B to this award, is in excess of the rate for Landcom Officer, Level 4 Salary Point 12 shall be paid travelling time or waiting time calculated at the rate for Landcom Officer, Level 4 Salary Point 12 plus \$1.00 per annum, as adjusted from time to time.
- (d) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

25. Meal Allowances

- (1) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for:

breakfast when required to commence travel at or before 6.00 am; and/or

an evening meal when required to travel until or beyond 6.30 pm.

In such instances, the staff member shall be paid the amount equivalent to the expense incurred or the allowance specified for breakfast or an evening meal in the prevailing ATO ruling, whichever is the lesser.

- (2) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual additional expenses properly and reasonably incurred in accordance with Landcom guidelines for:

lunch, when unable to take lunch at the place at which, or the manner in which, the staff member ordinarily takes lunch and, as a result, incurs additional expense for lunch.

In such instances, the staff member shall be paid the amount equivalent to the additional expense incurred or the allowance specified for lunch in the prevailing ATO ruling, whichever is the lesser.

26. Use of Private Motor Vehicles

- (1) The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:
 - (a) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.

As defined in clause 5 Definitions of this award, there shall be two classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of allowance shall be paid depending on the circumstances and the purpose for which the vehicle is used.

- (2) The staff member 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 Chief Executive Officer.
- (3) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in the prevailing ATO ruling for the use of such private motor vehicle.
- (4) 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 Corporation, provided:
 - (a) the damage is not due to gross negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (5) Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (6) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

27. Overseas Travel

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the Corporation to travel overseas on official business, shall be paid the travelling rates determined by the Australian Public Service and published by the Australian Government Publishing Service from time to time.

28. First Aid Allowance

- (1) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified at Item 1 of the Monetary Rates Table of clause 78, of this award.
- (2) The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave that exceeds four weeks.

- (3) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a first aid allowance for assuming the duties of a First Aid Officer.

29. Weekend and Public Holiday Allowance

- (1) The Sales Representatives working three out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table of clause 78, of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (2) The Sales Information Officers working two out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table, of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (3) The annual allowance is an all-inclusive addition to salary which represents compensation for all incidences of employment.
- (4) Notwithstanding provisions contained elsewhere in this Award, the Sales Representatives shall be paid at the appropriate "casual rate" when using private motor vehicles for work.

30. Uniforms, Protective Clothing and their Maintenance

- (1) A staff member who is required and authorised by the Chief Executive Officer to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing.
- (2) Where the approved uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing in accordance with Landcom guidelines.
 - (a) Staff members shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for laundering and maintaining uniforms or protective clothing.

31. Compensation for Damage to or Loss of Private Property

- (1) Where damage to, or loss of, a staff member's private 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 Corporation covering the damage to or loss of the personal property of the staff member.
- (2) If a claim under subclause (1) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to, or loss of, private property, if such damage or loss:
 - (a) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect the Corporation's property from loss or damage.
- (3) Compensation in terms of subclause (2) of this clause shall be limited to the amount necessary to repair the damaged item.
- (4) Where the item cannot be repaired or is lost, the Chief Executive Officer 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.

- (5) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items that are ordinarily required for the performance of the staff member's duties.
- (6) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles and hearing aids are damaged or destroyed by natural disasters or by theft or vandalism.

32. Overtime

(1) General

- (a) A staff member may be directed to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (ii) any risk to staff member health and safety,
 - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of Landcom and the effect on client services,
 - (iv) the notice (if any) given by Landcom regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (v) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Directed overtime is all time worked, at the direction of the Chief Executive Officer:
 - (i) Outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12, Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours; and/or
 - (ii) Outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14, Standard Hours, whether before or after the commencing and finishing times of the set hours; and/or on a Saturday, Sunday or Public Holiday.

(2) Application

The provisions of this clause shall not apply to:

- (a) staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association; or
- (b) staff members whose salary includes compensation for overtime; or
- (c) staff members who receive an allowance in lieu of overtime.

33. Rates for Payment of Overtime

- (1) On weekdays (Monday to Friday inclusive) directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter, unless local arrangements negotiated in terms of clause 6 the Local Arrangements apply.

- (2) On Saturdays directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (3) On Sundays directed overtime is paid at the rate of double time.
- (4) On Public holidays directed overtime is paid at the rate of double time and one half.
- (5) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (6) A staff member who works directed overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (7) Limit on amount of overtime paid to staff members

A staff member whose salary, pursuant to Appendix B of this award, or salary and allowance in the nature of salary, exceeds the annual salary for a Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00, shall be paid for working directed overtime at the rate for Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00 annually.

- (8) Calculation of Overtime
 - (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
 - (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 1.5, 2 or 2.5, respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
 - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
 - (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member 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.

- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member 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.
- (e) A recall to duty commences when the staff member 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.
- (f) A staff member 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.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member'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.

(4) On call (Standby)

A staff member shall be paid the on call allowance as specified at Item 2 of the Monetary Rates Table of this award when directed by the Corporation to be on call outside the staff member's working hours pursuant to the provisions of clauses 12, Hours of Work and 14, Standard Hours, of this award.

35. Meal Breaks

- (1) Staff members working pursuant to the provisions of clause 14, Standard Hours, of this award and who are required to work overtime on weekdays for an hour and a half or more after the staff member's standard hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (2) Staff members working pursuant to the provisions of clause 12, Hours of Work, of this award and who are required to work overtime on weekdays beyond the conclusion of the daily bandwidth applicable to them, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (3) Any staff member 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. A staff member 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.
- (4) Meal Allowances
 - (a) If an adequate meal was not provided by the Corporation, a meal allowance shall be paid by the Corporation for meals taken during the meal breaks available pursuant to this award, provided the Chief Executive Officer is satisfied that:
 - (i) the time worked is directed overtime;
 - (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and

- (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the meal allowance shall be at the rate specified in the prevailing ATO ruling.
- (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
- (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
- (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

36. Compensation for Directed Overtime

- (1) The Chief Executive Officer 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 leave in lieu in accordance this clause.
- (2) Leave in Lieu of Payment
 - (a) A staff member who works directed overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of directed overtime worked.
 - (b) The following conditions shall apply to the leave in lieu:
 - (i) the staff member shall advise the supervisor before the overtime is worked, or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (ii) the leave in lieu shall be calculated at the same rate as would have applied to the payment of overtime in terms of clause 33, Rates of Pay of Overtime, of this award.
 - (iii) the leave in lieu must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member;
 - (iv) the leave in lieu shall be taken in hours;
 - (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association;
 - (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
 - (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.

37. Provision of Transport

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that staff members can use public transport or other normal means of transport to and from work.

For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk. Where it is so demonstrated, arrangements may be made for transport home of the staff member to be provided by way of a taxi.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with the local management of the Corporation where knowledge of each particular situation will enable appropriate judgements to be made.

38. Leave

(1) General

- (a) The provisions contained in this clause apply to all staff members other than those to whom a local arrangement negotiated between the Chief Executive Officer and the Association in terms of the Local Arrangements provisions of this award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary or term staff member employed by the Corporation is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment with the Corporation, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave available to be granted under this award are combined, paid leave shall be taken before unpaid leave.

(2) Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify, or arrange for another person to notify, the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall cause to be deducted from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be one hour in a 24 hour period, and it will be calculated based on actual period of leave hours taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

- (3) Application for Leave
 - (a) An application by a staff member for leave under this award shall be made to, and dealt with by, the Chief Executive Officer.
 - (b) Where the operational requirements of the Corporation permit, an application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.

39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.
- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.
- (4) Limits on Accumulation and Direction to Take Leave
 - (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.
 - (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.
 - (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.
 - (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.
- (5) Conservation of Leave

If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks, or its hourly equivalent, the Chief Executive Officer shall:

- (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and
 - (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.
- (6) Miscellaneous
 - (a) Annual leave for which a staff member is eligible on cessation of employment is to be calculated to quarter day (fractions less than a quarter being rounded up).
 - (b) Annual leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (c) of this subclause.

- (c) Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (d) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph (c) of this subclause shall be calculated to the hour.
- (e) Annual leave accrues at half the normal accrual rate during periods of long service leave on half pay.
- (f) On cessation of employment, a staff member is entitled to be paid the money value of accrued annual leave which remains untaken.
- (g) A staff member to whom paragraph (f) of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

(7) Death

Where a staff member dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary. Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows:

- (a) to the widow or widower of the staff member; or
- (b) if there is no widow or widower, to the children of the staff member 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
- (c) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- (d) if there is no person entitled under paragraphs (a) or (b) or (c) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

40. Sick Leave

(1) General

If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:

- (a) shall grant to the staff member sick leave on full pay; and
- (b) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this clause to sick leave on full pay.

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each year. Any leave accrued and not utilised accumulates.
- (b) From 1 January 2011, paid sick leave entitlement will accrue progressively from day to day. Prior to 1 January 2011, sick leave on full pay accrues at the beginning of the calendar year.

Staff members appointed after 1 January 2011 will be granted an accrual of 5 days sick leave upon commencement. After the first four months of employment sick will accrue progressively at the rate of 10 days per year for the balance of the first year of service. After the first year of service, sick leave will accrue at the rate of 15 days per year of service.

- (c) All continuous service as a staff member 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.
 - (d) Notwithstanding the provisions of paragraph (c) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (e) 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.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (3) Payment During the Initial 3 Months of Service

Paid sick leave which may be granted to a staff member, other than a relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer 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.

From 1 January 2011, this clause 40(3) ceases to operate.

- (4) Seasonal or Relief Staff

No paid sick leave shall be granted to temporary staff members who are employed as relief staff for a period of less than 3 months.

41. Sick Leave - Workers' Compensation

- (1) The Chief Executive Officer shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.

- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

Note: The interpretation and application of subclause 41(7) was the subject of a judgment of the Supreme Court of New South Wales in *Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales v Industrial Relations Secretary* [2017] NSWSC 1473.

- (8) If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (9) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (10) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (11) 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*.
- (12) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Chief Executive Officer 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.

42. Sick Leave - Other Than Workers' Compensation

- (1) If the circumstances of any injury to or illness of a staff member 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 staff member on completion of an acceptable undertaking that:
 - (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and

- (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.
- (2) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- (3) On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

43. Sick Leave - Requirements for Medical Certificate

- (1) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer in respect of the absence.
- (2) A staff member shall be put on notice in advance if required by the Chief Executive Officer to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (3) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to an independent medical practitioner for advice.
- (4) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer on the advice of the independent medical practitioner.
- (5) If sick leave applied for is not granted, the Chief Executive Officer must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (6) If a staff member who is absent on annual leave or long service leave, furnishes to the Chief Executive Officer a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) in respect of annual leave, the period set out in the medical certificate;
 - (b) in respect of long service leave, the period set out in the medical certificate if such period is 5 working days or more.
- (7) Subclause (6) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (8) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates for the absence of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

44. Sick Leave to Care for a Family Member

- (1) When family and community service leave provided for in clause 48 of this award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (4) of this clause who needs the staff member'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.

- (2) 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 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) 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
 - (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 staff member or of spouse or of de facto spouse of the staff member; or
 - (iv) 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.

45. Maternity Leave

- (1) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (a) for a period up to 14 weeks prior to the expected date of birth; and
 - (b) for a further period of up to 12 months after the actual date of birth.
- (2) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual date of birth:
 - (a) full-time for a period of up to 12 months; or
 - (b) part-time for a period of up to 2 years; or
 - (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (6) A staff member who:
- (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) 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 at full pay or 28 weeks at half pay.
- (7) A staff member who:
- (a) becomes pregnant and wishes to take maternity leave; and
 - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
 - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,
- shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

46. Parental Leave

- (1) Parental leave is available to a staff member who applies for leave to look after their child or children. Parental leave applies as follows:
- (a) short parental leave is an unbroken period of up to one week on full pay or two weeks on half pay 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;
 - (b) extended parental leave is for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in this subclause.
- (2) Extended 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.
- (3) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer, take such leave:

- (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (4) A staff member who resumes duty immediately on the expiration of parental leave shall:
- (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) Parental leave shall be granted without pay other than in the circumstances set out at subclauses (1)(a) and (6) of this clause, unless the staff member elects to take accrued recreation or extended leave in respect of some or all of the period of parental leave.
- (6) A staff member who:
- (a) applied for parental leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth or taking of custody, completed not less than 40 weeks' continuous service, shall be paid the ordinary rate of pay for a period not exceeding 1 week at full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (7) Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix A.

47. Adoption Leave

- (1) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- (2) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer, take leave:
- (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (3) Adoption leave shall commence on the date that the staff member 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 staff member.
- (4) A staff member who resumes duty immediately on the expiration of adoption leave shall:
- (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or

- (b) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at full pay for a period of 14 weeks of adoption leave or at half pay for 28 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- (a) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (6) Except as provided in subclause (5) of this clause, adoption leave shall be granted without pay.
- (7) Special Adoption Leave
- A staff member 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 annual leave, long service leave, agreed absences or family and community service leave.
- (8) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A.

48. Family and Community Service Leave

- (1) The Chief Executive Officer shall, in the case of emergencies or in unexpected personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (2) Such cases or circumstances may include but not be limited to the following:
- (a) compassionate grounds such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) accommodation matters: up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions such as when flood, fire or snow threaten property and/or prevent a staff member from reporting for duty; and
 - (d) other personal circumstances such as citizenship ceremonies or parent/teacher interviews.
- (3) 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 2.5 working days in the staff member's first and second years of service and 1 working day for each subsequent year of service.
- (4) If available family and community service leave is exhausted, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (4) of clause 44, Sick Leave to Care for a Family Member, 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.
- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted.

49. Observance of Essential Religious or Cultural Obligations

- (1) A staff member 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, may be granted recreation/extended leave to credit, agreed absences or leave without pay to do so.
- (2) Provided adequate notice as to the need for leave is given by the staff member to Landcom and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.
- (3) A staff member 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 Chief Executive Officer, subject to:
 - (a) adequate notice being given by the staff member; and
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Chief Executive Officer.
- (4) Notwithstanding the provisions of subclauses (1), (2) and (3) of this clause, arrangements may be negotiated between Landcom and the Association in terms the Local Arrangements clause of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

50. Long Service Leave

- (1) Entitlement to Long Service Leave
 - (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
 - (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
 - (ii) after service in excess of 10 years, to:
 1. leave as provided by subparagraph (i), and
 2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.
 - (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.
 - (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of clause 72, Public Holidays, of this award and shall not be debited from a staff member's long service leave entitlement.
 - (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and

- with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday.
- (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the fulltime rate whilst a staff member takes long service leave at double pay.
- (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
- (i) service referred to in this clause includes service before the commencement of this award, and
- (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
1. any long service leave, or leave in the nature of long service leave, and
 2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the *Public Service (Amendment) Act 1919* as in force at any time, and
- (iii) the provisions of the *Transferred Officers Extended Leave Act 1961* have effect.
- (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the *Transferred Officers Extended Leave Act 1961*.
- (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
- (i) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
- (ii) by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled:
- (iii) for 5 years' service, to 1 month's leave on full pay, and
- (iv) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).
- (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:
- (i) has been fixed by an award of the Commonwealth:
1. made under the *Conciliation and Arbitration Act 1904* of the Commonwealth, or
 2. made under the *Industrial Relations Act 1996*, or

- (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the *Public Sector Employment and Management Act 2002*,

means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.

- (k) For the purposes of paragraph (a), service includes:
 - (i) service under the *Teaching Services Act 1980*, and
 - (ii) service as an administrative officer under the *Police Service Act 1990*, and
 - (iii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.
- (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:
 - (i) 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
 - (ii) to exclude any period of leave without pay taken after that commencement.
- (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.

(2) Gratuity Payment

- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.
- (b) Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
- (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the *Transferred Officers Extended Leave Act 1961* apply to the periods of service for which the leave has accrued.

(3) Payment Where Eligible Staff Members Have Died

- (a) If a staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:
 - (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or

- (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the staff member received at the time of his or her death, less any amount paid to the staff member in respect of the leave not taken, or not completed.

- (b) If a staff member with at least 5 years' service as an adult and less than 10 years' service as referred to in this clause dies:

- (i) the widow or widower of the staff member, or

- (ii) if there is no such widow or widower, the children of the staff member, or

- (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member,

is entitled to receive the money value of the leave which would have accrued to the staff member had his or her services terminated as referred to in this clause, computed at the rate of salary that the staff member was receiving at the time of his or her death.

- (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

- (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.

- (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

- (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.

(4) Long Service Leave for Temporary Employees

- (a) In this clause, a reference to a staff member includes a reference to a temporary staff member.

- (b) If the period of leave to which a temporary staff member is entitled under this clause exceeds the period for which the temporary staff member is employed under this award, the balance of that period of leave may be granted during subsequent periods of employment with Landcom if each subsequent period of employment commences on the termination of a previous period of employment with Landcom.

51. Leave Without Pay

- (1) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.

- (2) Leave without pay may be granted on a full-time or a part-time basis.

- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.

- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

52. Military Leave

- (1) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member 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 staff member's unit.
- (2) Up to 24 working days military leave per year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (1) of this clause.
- (3) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer a certificate of attendance signed by the commanding officer or other responsible officer.

53. Special Leave

The Chief Executive Officer shall consider applications for special leave, and where appropriate, shall approve such leave as determined on a case by case basis.

- (1) Special Leave for Jury Service
 - (a) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
 - (b) A staff member who, during any period when required to be on duty, attends a from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act* 1977 in respect of any such period.
 - (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed absences or leave without pay.
- (2) Witness at Court in an Official Capacity
 - (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
 - (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.

(3) Witness at Court in Other than an Official Capacity as a Crown Witness

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay to Landcom all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

(4) Called as a Witness in a Private Capacity

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(5) Examinations

- (a) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- (b) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

(6) Return Home When Temporarily Living Away from Home

- (a) Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month, before or after a weekend or a long weekend, to return home to spend two days and two nights with the family.
- (b) If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or agreed absence to credit or leave without pay, if the operational requirements allow.

(7) Return Home When Transferred to New Location

Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Officers Compensation) Award.

(8) National Aborigines and Islander Day of Commemoration Celebrations

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.

(9) Other Purposes

Special leave on full pay for other purposes may be granted to staff members at the discretion of the Chief Executive Officer.

(10) Matters Arising from Domestic Violence Situations

When the leave entitlements referred to in clause 54, Leave for Matters Arising From Domestic Violence, have been exhausted, the Chief Executive Officer 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.

54. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 5 of this award.
- (2) Leave entitlements provided for in clause 48, Family and Community Service Leave, clause 40, Sick Leave and clause 44, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause (2) are exhausted, the Chief Executive Officer shall grant Special Leave as per subclause 53(10).
- (4) The Chief Executive Officer 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.
- (5) Personal information concerning domestic violence will be kept confidential by Landcom.
- (6) The Chief Executive Officer, 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.

55. Staff Development, Training Activities and Study Assistance

The Chief Executive Officer shall grant or refuse applications for staff development and training and/or study time and/or any reimbursement of fees in accordance with arrangements and criteria established in the Landcom Training and Development Policy.

56. Exchanges

- (1) The Chief Executive Officer may arrange staff member exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- (2) The conditions applicable to staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.

57. Relocation Package

Negotiated benefits for staff members required by Landcom to relocate will be agreed with individual staff members prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff members 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.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

58. Termination of Employment

A fulltime staff member shall give Landcom 10 working days' notice prior to resigning from employment. A period of notice is inclusive of Public Holidays.

Notwithstanding the provisions of this clause, the Chief Executive Officer may accept a shorter period of notice or waive the requirement for a period of notice or pay out a period of notice.

The provisions of this clause apply to part time staff members on a pro-rata basis.

59. Working from Home

The Chief Executive Officer may approve applications by staff members to work from home on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in the Landcom Working from Home Policy.

60. Private Employment

The Chief Executive Officer may approve applications by staff members to undertake private employment on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in Landcom's Private Employment policy.

61. Management of Displaced Staff Members

- (1) Where changes in the workplace result in staff members becoming displaced, Landcom will endeavour to find a permanent placement for such staff members at Landcom.
- (2) Staff members who are declared to be displaced as a result of workplace change shall be entitled, as a minimum, to the entitlements set out in the relevant NSW Government Policy as amended from time to time.
- (3) The Chief Executive Officer may approve applications by staff members for assistance under the Landcom Job Assist Scheme in accordance with arrangements and criteria as established in Landcom's Job Assist Scheme policy.

62. Child Care Arrangements

Landcom shall consult with the Association during the life of the award on the development of childcare arrangements based on the Family Day Care Scheme.

63. Performance Management

- (1) Performance Management System
 - (a) The Landcom Performance Management System and associated policy shall be used to identify, develop and evaluate each staff member's work performance and development needs in relation to achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member.
 - (b) Formal appraisals under the Performance Management System shall also be used to assess incremental progression to the next salary point within each salary level.
 - (c) Incremental progression is not an automatic annual entitlement. It is subject to satisfactory performance as recommended and documented by the supervisor in accordance with the Landcom Performance Management System.
 - (d) The salary and performance of each staff member shall normally be reviewed annually.
 - (e) Supervisors may complete additional formal appraisals within this annual cycle.

- (f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.
 - (g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 64, Unsatisfactory Performance or Misconduct, of this award.
- (2) Accelerated Progression

The Chief Executive Officer may decide on accelerated progression through the salary points within the relevant Level shown in the salaries schedule at Appendix B of this award for staff members who are formally assessed to perform at the highest of the five levels available under the Landcom Performance Management System.

64. Unsatisfactory Performance or Misconduct

- (1) The Chief Executive Officer shall deal with cases of unsatisfactory performance or misconduct in accordance with arrangements and procedures as established in the Landcom Unsatisfactory Performance or Misconduct policy.
- (2) If criminal charges have been laid or a complaint made to a body such as the Independent Commission Against Corruption or the Anti-Discrimination Board, the Chief Executive Officer shall consider whether the matter should be pursued through other means.
- (3) Remedies available to the Chief Executive Officer include summary dismissal for proven serious and wilful misconduct.

65. Anti-Discrimination

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

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

66. Association Activities

(1) "On duty" Activities

An Association delegate will be released from the performance of normal Landcom duty in respect of activities specified below and will not be required to apply for leave:

- (a) 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 Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
 - (i) meetings with management;
 - (ii) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (iii) any other meeting with management.
by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

(2) Special Leave Activities

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

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Unions NSW involving the Association, which require attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of paragraphs (a), (b) and (c) of this clause apply.

(3) Training Courses

- (a) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members will attract the grant of special leave. 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 Chief Executive Officer and the Association under a local arrangement pursuant to clause 6, Local Arrangements.
- (b) Special leave will be granted Association members for attendance at courses organised and conducted by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
- (c) the operating requirements of Landcom permitting the grant of leave and the absence not requiring employment of relief staff members;
 - (i) payment being at the ordinary time rate, i.e. excluding extraneous payments such as shift allowances, penalty rates or overtime;
 - (ii) all travelling and associated expenses being met by the staff member or the Association;
 - (iii) attendance at the relevant training course being confirmed, in writing, by the Association or a nominated training provider.

(4) Period of Notice

The Chief Executive Officer must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other relevant activity is known.

67. Access to Facilities

Landcom shall provide accredited Association delegates with reasonable access to the following facilities for authorised Association activities:

- (1) telephone, facsimile and, where available, e-mail facilities;
- (2) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (3) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

68. Right of Entry

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

69. Industrial Action

- (1) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (2) There will be no victimisation of staff members prior to, during or following such industrial action.

70. Technological Change

Landcom shall consult with the Association prior to the introduction of significant technological change(s).

71. Association Deductions

- (1) At the election of the staff member, the Chief Executive Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the Association at fortnightly intervals by Electronic Funds Transfer (EFT).
- (2) The Association shall advise Landcom of any change to the amount of fortnightly membership fees made under its rules at least one month before such changes are to take effect.

72. Public Holidays

- (1) Unless directed to attend for duty by the Chief executive Officer, a staff member is entitled to be absent from duty on any day which is:
 - (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) a day in the same fortnight in which Christmas Day and New Year's Day occur, determined by the Chief Executive Officer as a public holiday for Landcom staff members.
- (2) A staff member, who is required by the Chief Executive Officer 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.
- (3) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

73. Community Language Allowance

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not employed as interpreters and translators or employed in positions where particular language skills are an integral part of the essential requirements of the position shall be paid an allowance as specified at Item 3 of the Monetary Rates Table of this award.

74. Flexible Work Practices

Staff members and Landcom may make use of the flexible work practices outlined in the Public Employment Office document "Flexible Work Practices - Policy and Guidelines".

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.
2. Job sharing	Job sharing is an arrangement whereby one job is shared between part-time staff members.
3. Part time leave without pay	Part-time leave without pay allows staff members currently working fulltime to work part-time, with leave without pay for the balance of fulltime hours.
4. Career break scheme	This scheme is available for purposes such as extending parental leave, study, travel, personal and professional development, alternative employment and voluntary work.

5. Part year employment This option allows staff members to take a number of weeks unpaid leave in addition to their annual entitlement to recreation leave. Salary is paid for weeks worked, and for recreation leave accrued, and the remaining weeks are unpaid.
6. Variable year employment This option allows staff members to take a period of unpaid leave after working for a pre-arranged period of time. Salary is paid for the time worked, and for recreation leave accrued, and the remaining time is unpaid.
7. Working from home This option allows staff members to work at home for any or all of their usual hours of work, subject to the signing of an individual agreement to do so.

The use of these options will be in accordance with the relevant provisions outlined in the Public Employment Office document, "Flexible Work Practices - Policy and Guidelines". However, the use of these options requires agreement between the staff member, or potential staff member, and the relevant General Manager or their delegate.

For the purposes of this Clause the provisions of clause 12, Hours of Work, of this Award will apply, subject to the following exception:

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this clause.

75. Secure Employment

(1) Objective of this clause

The objective of this clause is for Landcom to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in Landcom's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(2) Casual Conversion

- (a) A casual employee engaged by Landcom 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) Landcom shall give a casual employee notice in writing of the provision 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 Landcom fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Landcom 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, Landcom shall consent to or refuse the election, but shall not unreasonably so refuse. Where Landcom 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 Landcom, elect to convert his or her ongoing contract of employment to fulltime 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 Landcom.
- (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 paragraph (2)(c), Landcom and the employee shall, in accordance with this paragraph, and subject to paragraph (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 Landcom and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangement 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.

76. Work Health and Safety

- (a) For the purpose 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 "contact 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 specific 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) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall do the following (either directly, or though the agency of the labour hire or contract business):
 - (i) Consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;

- (ii) Provide employees of the labour hire business and/or contract business with appropriate work 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 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*.

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.

77. Lactation Breaks

- (a) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (b) A fulltime staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (c) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- (e) Landcom shall provide access at the head office to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (g) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (h) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 74, Flexible Work Practices, of this award, where applicable.

78. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	1 July 2020 \$	1 July 2021 \$
1	28	First Aid allowance: (a) Holder of a current First Aid Certificate and designated First Aid Officer (b) Holder of a Current Occupational First Aid Certificate and designated First Aid Officer	Per Annum 943 1,420	Per Annum 962 1449
2	34(4)	On call allowance	1.01 per hour	1.03 per hour
3	73	Community Language Allowance	1,467 per annum	1497 per annum
4	29	Weekend and Public Holiday Allowance Work on 3 of 4 weekends Work on 2 of 4 weekends	Per annum \$ 14,354 9,569	Per annum \$ 14647 9764

APPENDIX A

(1) Refer to 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).

(2) Landcom 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 Landcom in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(3) Right to request

- (a) An employee entitled to parental leave may request Landcom to allow the employee:
 - (i) To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) To return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
- (b) Landcom 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 Landcom's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and Landcom's decision to be in writing.

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

(d) Request to work part-time

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

(4) Communication during parental leave

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

(i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

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

APPENDIX B**SALARY SCHEDULE**

Landcom Officer Classification Officer	1 July 2020 Per annum \$	1 July 2021 Per annum \$
Level 1 Salary point 1	54,208	55,314
Level 1 Salary point 2	57,627	58,803
Level 1 Salary point 3	60,164	61,391
Level 1 Salary point 4	63,019	64,305
Level 2 Salary point 5	67,753	69,135
Level 2 Salary point 6	70,354	71,789
Level 2 Salary point 7	73,611	75,113
Level 3 Salary point 8	77,298	78,875
Level 3 Salary point 9	80,572	82,216
Level 3 Salary point 10	84,590	86,316
Level 4 Salary point 11	89,476	91,301
Level 4 Salary point 12	93,058	94,956
Level 4 Salary point 13	98,739	100,753
Management		
Level 5 Salary point 14	106,987	109,170
Level 5 Salary point 15	112,587	114,884
Level 5 Salary point 16	118,063	120,471
Level 6 Salary point 17	125,269	127,824
Level 6 Salary point 18	130,201	132,857

Level 6 Salary point 19	135,577	138,343
Level 7 Salary point 20	142,501	145,408
Level 7 Salary point 21	148,707	151,741
Level 7 Salary point 22	156,775	159,973
Senior Management		
Level 8 Salary point 23	170,135	173,606
Level 8 Salary point 24	177,626	181,250
Level 8 Salary point 25	186,051	189,846
Level 9 Salary point 26	186,427	190,230
Level 9 Salary point 27	199,571	203,642
Level 10 Salary point 28	206,250	210,458
Level 10 Salary point 29	226,401	231,020

J. WEBSTER, *Commissioner*

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LOCAL LAND SERVICES AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 189087 of 2021)

Before Commissioner Webster

9 April 2021

AWARD**Arrangement**

Clause No. Subject Matter

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PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 January 2014 the Local Land Services (LLS) was established pursuant to Part 1, Section 2 of the *Local Land Services Act 2013*.
- 1.2 Employees of LLS are employed as employees of an Executive agency related to a Department as listed in Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 1.3 This Award sets out salaries and conditions of employment for employees in LLS in the classifications specified in this Award.

2. Definitions

- 2.1. Act Means the *Government Sector Employment Act 2013*.

- 2.2 Agency Head means the Chair of the Board of Chairs.
- 2.3 Casual Employee means an employee engaged on a casual basis and paid hourly as provided for in subclause 10.5 of this Award.
- 2.4 Dependant means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support.
- 2.5 Dispute Settlement Procedure means the procedure outlined in clause 5.
- 2.6 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.7 Employees means all persons employed by LLS under Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 2.8 Employer means for the purposes of this award is the Chair of the Board of Chairs being the Agency Head or their nominated delegate of the Local Land Services.
- 2.9 Excess Rent is rent which is paid for a private rental property in a new location which is above the affordable rate for the employee as defined in clause 30, Transferred Employee Relocation Costs.
- 2.10 FACSL means Family and Community Service Leave in accordance with clause 19 of this Award.
- 2.11 Family Member means:
- a) A spouse of the employee.
 - b) A de facto spouse 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.
- 2.12 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), 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).
- 2.13 Fixed Term Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.
- 2.14 FullTime Employee means a person who is employed on an ongoing or fixed term basis to work the ordinary hours prescribed in subclause 10.2 of this Award.
- 2.15 Headquarters means the centre(s) to which an employee is assigned or from which an employee is required to operate on a long-term basis.

- 2.16 "Industrial Relations Secretary" means the Secretary of the Department of Premier and Cabinet, as established under the *Government Sector Employment and Act 2013*.
- 2.17 IRC means Industrial Relations Commission of New South Wales.
- 2.18 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.
- 2.19 LIL means leave in lieu to be taken in lieu of payment for overtime defined in clause 36 of this Award.
- 2.20 Local Holiday means a holiday which is declared as an additional holiday for a specified part of the State under the Public Holidays Act.
- 2.21 Long Service Leave means extended (long service) leave as provided for in clause 20 of the Award.
- 2.22 LLS means Local Land Services.
- 2.23 LWOP means Leave Without Pay.
- 2.24 On Call means an employee who is required by the Employer to be available outside their normal working hours for recall to work.
- 2.25 Ongoing Employee means a person whose employment continues until the employee resigns or has his or her employment terminated.
- 2.26 Ordinary Working Hours means full time ordinary working hours shall be 38 hours per week Monday to Friday.
- 2.27 Part-Time Employee means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.
- 2.28 Reimbursement or "reimbursed" means payment of an expense by the Employer, which is actually incurred by the employee, which the Employer is satisfied is reasonable, and for which adequate evidence is produced by the employee.
- 2.29 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 2.30 Shift means a rostered shift as defined in clause 49 of this Award.
- 2.31 Shift worker means an employee who works rostered shifts as defined in clause 49 of the Award.
- 2.32 Standard Hours means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.
- 2.33 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 2.34 Temporary assignment means an employee is temporarily assigned by the Agency Head or delegate to another role in Local Land Services and is entitled to be paid an allowance if the other role is at a higher grade of work.
- 2.35 Union means an organisation of employees registered under the *Industrial Relations Act 1996* who is a party to this Award.

3. Title

This Award shall be known as the Local Land Services Award 2021.

4. Area, Incidence and Duration

- 4.1 This Award rescinds and replaces the Local Land Services Award 2019 published 25 October 2019 (385 I.G. 392) and shall take effect from 1 July 2021 and shall remain in force until 30 June 2022.
- 4.2 Parties to this Award are:
- 4.2.1 The Industrial Relations Secretary as defined in subclause 2.16;
- 4.2.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- 4.2.3 The Australian Workers Union (AWU).
- 4.3 This Award operates to replace any other Award, Agreement or instrument which would otherwise apply, including the following Awards or their replacement Awards:
- Crown Employees Conservation Field Officers (NSW Department of Trade and Investment, Regional Infrastructure and Services and NSW Office of Environment and Heritage) Reviewed Award 2012
- Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award
- Crown Employees (Public Sector - Salaries 2019) Award
- Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
- Crown Employees (Senior Officers Salaries) Award 2012
- Livestock Health and Pest Authorities Salaries and Conditions Award

5. Dispute Settlement Procedure

- 5.1 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 LLS, if required.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 The Agency Head may refer the matter to the relevant Union for consideration.

- 5.7 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.
- 5.8 An employee, at any stage, may request to be represented by the Union.
- 5.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 5.10 The employee, Union and Agency Head shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 5.11 Whilst the procedures outlined in subclauses 5.1 to 5.10 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 workplace 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.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Classifications Structure and Rates of Pay

- 7.1 The rates of pay outlined for in Table 1 of Schedule A provide for 36 pay points across the four classification streams.
- 7.2 Employees of LLS shall be employed in one of the following four classification streams and paid salaries according to their classification provided for in Tables 2 to 5 of Schedule A of this Award.
- Administration and Clerical Stream, Table 2 of Schedule A;
- Advisory and Technical Stream, Table 3 of Schedule A;
- Field Operations Stream, Table 4 of Schedule A; and
- District Veterinarian Stream, Table 5 of Schedule A.
- 7.3 Employees will be paid, where applicable, Work Related Allowances as provided for in Table 1 of Schedule B and Meal, Travel and Other Expense Related Allowances as provided for in Table 2 of Schedule B of this Award.
- 7.4 The Salaries and Work Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2018) Award or any replacement Award.
- 7.5 The Meal, Travel and Other Expense Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement Award.
- 7.6 The transitional arrangements provided for in Schedule C of this Award apply only to former employees of Catchment Management Authorities who are transferred to LLS at the time it is enacted.

8. Salary Movement

- 8.1 Salary Movement for employees employed in the Administration and Clerical Stream, Advisory and Technical Stream, and Field Operations Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework, in addition to the following:
- 8.1.1 Movement within each Grade will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.
 - 8.1.2 Consideration of incremental movement by the Employer, for all employees, will be subject to a satisfactory performance report recommending progression by the manager.
 - 8.1.3 Promotion between grades can only take place if:
 - a) A vacancy exists at a higher grade; and
 - b) The vacancy has been advertised; and
 - c) A comparative assessment process has been followed.
- 8.2 Salary Progression for employees employed in the District Veterinarian Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework in addition to the following:
- 8.2.1 New assignments to be at the grade appropriate for the experience and skill of the assigned employee.
 - 8.2.2 Progression between District Vet Grade 4.4 and District Vet Grade 7.2 is subject to 12 months satisfactory service at each of the previous grades. It is also subject to:
 - a) demonstrating to the Employer a contribution to the achievement of the Animal Biosecurity and Welfare (AB&W) Business Plan identified KPI's; and
 - b) demonstrating to the Employer flexibility in meeting the Local Land Services (LLS) Biosecurity and Emergency Services program requirements in the previous year; and
 - c) demonstrating to the Employer active contribution to working as part of a team with other LLS employees.
 - 8.2.3 In addition to the requirements in 8.2.2 above, progression from Grade 4.4 to Grade 5.1 shall be by application to the Employer and assessment of the following criteria having been satisfied:
 - a) Satisfactory performance and completion of 12 months service at Grade 4.4.
 - b) Obtained an 'Authority as Inspector' under the *Stock Diseases Act 1923*.
 - c) Completion of the following training courses:
 - i) Certificate IV in Government (Statutory Compliance) or current equivalent.
 - ii) SEINS Infringement Notice Training.
 - iii) Equivalent current and relevant course in one or more of (but not limited to): communication, negotiation, planning, research or project management skills.
 - d) Familiarity with and ability to interpret NSW Government Animal Health policy and procedure.

- e) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - i) *Stock Diseases Act 1923.*
 - ii) *Local Land Services Act 2013.*
 - iii) Interstate requirements for movement of livestock.
 - iv) Natural disaster relief policies.
 - v) *Stock (Chemical Residues) Act 1975.*
 - vi) *Veterinary Practice Act 2003.*
 - vii) *Prevention of Cruelty to Animals Act 1979.*
 - viii) *Animal Diseases and Animal Pests (Emergency Outbreaks) Act 1991.*
- f) Demonstrated the following:
 - i) Contribution to the development of the LLS Biosecurity Operational Plan.
 - ii) Achieving identified Key Performance Indicator (KPI) targets in the LLS Biosecurity Operational Plan.
 - iii) Core reporting requirements in the LLS Biosecurity Operational Plan are met in a timely manner.
 - iv) Ability to locate and interpret relevant Livestock Health policy and procedure documents.
 - v) Ability to locate and interpret interstate movement requirements.
 - vi) Competency to record and retrieve data in timely manner to meet requirements of the animal health management system.
 - vii) Meeting standards for recording Livestock Health events within the district for certification and surveillance.
 - viii) Undertaking Continuing Professional Development to meet guidelines of the Veterinary Practitioners Board.
 - ix) Obtain competencies under Emergency Management training to Field Veterinarian Operational standard.
 - x) Ability to supervise other LLS employees or contractors during projects or day to day animal health related matters.
 - xi) Regular attendance and contribution at relevant Biosecurity and Emergency Services related meetings.

8.2.4 Progression from Grade 5.6 to Grade 6.2 shall be by demonstration to the Employer that the following criteria are satisfied:

- a) Meet all the requirements of 8.2.3 plus satisfactory completion of 12 months service at 5.6.

- b) Demonstrated the following:
 - i) Involvement in the development of the LLS Biosecurity Operational Plan in a budgeted and resourced format.
 - ii) All major identified and agreed KPI's as outlined in the LLS Biosecurity Operational Plan have been satisfactorily addressed.
 - iii) Coordination (with respective LLS managers and team leaders) of the ongoing training and development of employees for Livestock Health and Emergency Management related duties.
 - iv) Regular contribution to regional Animal Biosecurity and Emergency Service meetings when held.
 - v) Involvement in discussions of policy and procedure changes at a regional level.
 - vi) Contribution at an appropriate level to the Biosecurity and Emergency Services system as a whole.
- c) Demonstrated competence in the following fields:
 - i) Epidemiology.
 - ii) Diagnosis of diseases of important livestock species.
 - iii) Gross pathology of livestock species.
 - iv) Knowledge of the economic impact of diseases of important livestock species.
 - v) Advising on diseases important to livestock systems within the region.
 - vi) Livestock management systems of significance within the region.

8.2.5 Accelerated Progression

- a) The Employer may consider the granting of accelerated progression within Grades 5.1, 5.3 & 5.6 or Grades 6.2, 6.3 & 7.2 from one Grade to any other Grade, on written application from the District Veterinarian to the Employer.

Such application is to demonstrate that:

 - i) general duties within the Animal Biosecurity and Emergency Services functions are being performed by the District Veterinarian at a superior level (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders); and
 - ii) a significant contribution to the Animal Biosecurity and Emergency Services functions at either a regional, state-wide, national level affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders);
- b) The accelerated progression, if approved shall take effect from one (1) month after the date of lodgement of a successful application to the Employer.
- c) In all cases where an application is declined, the District Veterinarian will receive a written explanation from the Employer.

8.2.6 Progression from Grade 7.2 to Grade 7.3 shall be by application by the District Veterinarian with supporting documentation to the Employer. The Employer will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, an Employer nominee at manager level and within the Biosecurity and Emergency Services function and a nominee at team leader level within the Animal Biosecurity and Welfare function of the LLS. At least one panel member should have sat on a previous panel.

The following criteria must be satisfied:

- a) Satisfactory completion of 12 months service at Grade 7.2.
- b) Demonstrate that, where appropriate, a team approach with leadership by the District Veterinarian is utilised to achieve Biosecurity Operational Plan objectives.
- c) Qualification in a subject relevant to the duties of a District Veterinarian or a combination of training and experience equivalent to such a qualification.
- d) Competencies or equivalent experience sufficient under Emergency Management to perform a Control Centre role at the level of Coordinator or above.
- e) Demonstrated continuing, active and high quality contribution to the Biosecurity and Emergency Services system as a whole, with major or significant contributions to local, regional or state-wide animal health programs.
- f) Contribution to the briefing of senior management and employees on changes to Livestock Health policy and procedure changes and implications to the community and where appropriate, assist with training required by such changes.
- g) High level of skill in the diagnosis, treatment, control, prevention, and management of Livestock Health problems in the important livestock enterprises in the district.
- h) Major input into the adoption of improved Livestock Health practices by industry.
- i) Substantial output of effective advisory material.
- j) Demonstrated cooperation and collaboration with other functional areas, other disciplines, and other agencies.
- k) High level of input into the achievement of the LLS Biosecurity and Emergency Services strategic and operational plans.

8.2.7 Progression from Grade 7.3 to Grade 7.5 shall follow 12 months satisfactory performance at each grade; and

8.2.8 Progression between Grade 7.3 and Grade 7.5 shall also be subject to the applicant demonstrating to the Employer that they continue to perform at the standard that resulted in their progression to Grade 7.3 as per paragraph 8.2.6.

8.2.9 In all cases where an application for progression is declined, the District Veterinarian will receive from the Employer a written explanation of the reasons for the decision.

8.2.10 If an employee feels that any application for progression has not been reasonably treated, an appeal outlining reasons and expectations, may be made to the LLS Agency Head for review.

8.2.11 Progression above Grade 7.5 (pay point 31) shall only occur if:

- a) a vacancy exists; and
- b) the vacancy has been advertised; and

c) a comparative assessment process has been followed.

8.2.12 Movement from Grade 8.1 to 8.2 will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.

8.2.13 The operative date for payment of the increase under paragraphs 8.2.3, 8.2.4, 8.2.5 and 8.2.6 shall be the date on which the successful application was submitted to LLS. In those instances where an application was either unsuccessful or needed to be modified, then the date of lodging a new application which is successful will become the operative date for the payment of the increase.

9. Probationary Period

9.1 All new employees, excluding casuals, will be subject to a probationary period of 3 months.

9.2 The Employer may extend a probationary period up to a maximum of 6 months.

10. Forms of Employment

10.1 The Employer may engage employees on an ongoing employment (full time or part time); or fixed term employment (full-time or part time); or casual basis.

10.2 Ongoing Full Time Employment

A full-time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award.

10.3 Ongoing Part Time Employment

10.3.1 A part time employee shall be engaged to work less than the ordinary hours worked by a fulltime employee.

10.3.2 Part time work may be undertaken with the agreement of the Employer. Part time work may be undertaken in a part time role or under a part time arrangement. 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.

10.3.3 Part time employees shall be paid at the same hourly rate as a fulltime employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for part time employees is the same as for full time employees.

10.3.4 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 role or under a part time arrangement.

10.3.5 Additional hours

a) The Employer may request, but not require, a part time employee to work additional hours in excess of their contract hours.

b) The time worked in excess of the employee's contract hours and up to the normal fulltime hours for the classification, part time employees shall:

i) Be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the employee is entitled to five weeks annual leave, or

ii) If working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award, have the time worked credited as flexible working hours.

- c) For time worked in excess of the fulltime hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 31 in this Award.

10.4 Fixed Term Employment

10.4.1 A fixed term employee may be engaged for a specified project or period; seasonal work; or for parental leave relief on either a full time or part time basis.

10.4.2 A fixed term employee shall be entitled to the same salary and conditions as ongoing employees in the same classification.

10.5 Casual employment

10.5.1 Rate of pay for Casuals

- a) A casual employee will be engaged and paid on an hourly basis.
- b) Casuals will be engaged and paid for a minimum of 3 hours for each occasion required to work.
- c) Engagement on any one occasion, or over a period of time, does not guarantee or give rise to any entitlement to further casual shifts.
- d) When engaged to work casual employees shall be paid the following loading in addition to their rates of pay:

Working Time	Loading
Monday to Friday	15%
Saturdays	50%
Sundays	75%
Public holidays	150%

- e) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- f) The loadings specified in subclause 10.5.1 d) are in recognition of the casual nature of employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

10.5.2 Overtime for Casuals

- a) When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.
- b) If you are directed to work overtime you will be paid the following rates of pay:

Overtime worked	Loading in addition to the ordinary rate of pay
Monday to Friday (first 2 hours)	50%
Monday to Friday (after first 2 hours)	100%
Saturdays (first 2 hours)	50%
Saturdays (after first 2 hours)	100%
Sundays	100%
Public holidays	150%

- c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause 10.5.1 d).

- d) The loading in lieu of annual leave as set out in subparagraph 10.5.1(e) is not included in the hourly rate for the calculation of overtime payments for casual employees.

10.5.3 Leave for Casuals

Other than provided for in this subclause, casual employees are not entitled to any other forms of paid or unpaid leave:

- a) Casual employees will be paid 1/12th in lieu of annual leave as prescribed at subparagraph 10.5.1(e);
- b) Long service leave in accordance with clause 20 of this Award;
- c) 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 Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.

- d) Personal Carers entitlement for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member as described in clause 2, Definitions, 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 subclause 18.2 of this Award.
 - ii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
 - iii) 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.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.
- e) Bereavement entitlements for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member as described in clause 2, Definitions, on production of satisfactory evidence (if required by the Employer).
 - ii) The Employer 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 an 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.
 - iii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual employee are otherwise not affected.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.

10.5.4 Other clauses of this Award

The following clauses of the Award do not apply if you are employed as a casual:

9	Probationary Period
11	Termination of Employment
13	Flexible Working Hours
14	Leave - General Provisions
15	Annual Leave
16	Annual Leave Loading
17	Sick Leave
18	Carer's Leave
19	Family and Community Services Leave
21	Parental Leave
22	Military Leave
23	Purchased Leave
24	Leave Without Pay
25	Observance of Essential Religious and Cultural Obligations
26	Other forms of Paid leave
27	Leave for Matters Arising from Domestic Violence
29	Public Holidays
30	Transferred Employees Relocation Costs
31	Overtime
32	Recall to Work
33	On Call Allowance
36	Leave in Lieu (LIL) or Payment for Overtime
41	Remote Locations Living Allowance
46	Trade Union Leave and Activities

11. Termination of Employment

11.1 The Employer will not terminate an employee's employment unless:

11.1.1 The employee has been given, in writing, the period of notice required by this clause;

11.1.2 The employee is guilty of serious misconduct; or

11.1.3 All relevant legislative provisions have been complied with.

11.2 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 not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

11.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

11.4 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.

11.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 11.2 above, or by forfeiting salary in lieu of notice.

- 11.6 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.
- 11.7 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.
- 11.8 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.

12. Hours of Work

- 12.1 The ordinary hours of work shall be 38 hours per week Monday to Friday.
- 12.2 No employee shall be required to work more than five consecutive hours without a meal break.
- 12.3 Meal breaks must be given to and taken by employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration or longer by agreement between the Employer and employee.
- 12.4 The ordinary hours working arrangement shall be 7.6 hours per day with starting and finishing times by agreement between the Employer and the employee or on the basis of working in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.

13. Flexible Working Hours

- 13.1 The parties to this Award may enter into an Agreement for flexible working hours to apply to employees covered by this Award.
- 13.2 Any Agreement provided for in subclause 13.1 shall be linked to the Department of Trade and Investment, Regional Infrastructure and Services Flexible Working Hours Agreement (FWHA) and as such will vary in accordance with the same variations and operative dates that apply to the Trade & Investment FWHA.
- 13.3 In the absence of a Flexible Working Hours Agreement, the Flexible Working Hours conditions that are provided for in clause 21 of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009, or its replacement, shall apply.

14. Leave - General Provisions

- 14.1 An application by an employee for leave under this clause shall be made to and dealt with by the Employer.
- 14.2 The Employer, in dealing with any such application, shall have regard to the business and operational requirements, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- 14.3 All leave will be calculated in a minimum of one minute units.
- 14.4 Part time employees will receive paid leave provisions of this Award on a pro rata basis, calculated according to the number of contracted hours worked per week.
- 14.5 A fixed term employee is eligible to take a period of approved leave during the current period of employment.
- 14.6 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.
- 14.7 Leave to Count for Incremental Purposes.

The following types of paid leave are regarded as service for incremental purposes:

Annual leave;

Sick leave;

Family and community service leave;

Long service leave, full-pay, double-pay and half-pay;

Parental leave, full-pay and half-pay; other paid parental leave;

Purchased Leave at the negotiated purchase leave rate;

Leave without pay totalling five days or less in the incremental period;

Any period of leave without pay where used for the purposes of part time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;

Sick leave without pay;

Other forms of paid leave.

14.8 Leave to count for leave accrual purposes.

The following types of paid leave are regarded as service for leave accrual purposes:

Annual leave;

Sick leave;

Sick leave without pay;

Family and community service leave;

Personal/carers leave;

Long service leave at full-pay;

Long service leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

Long service leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

Paid parental leave at full-pay;

Paid parental leave at half-pay accrues all leave at half the rate;

Unpaid parental leave does not count as service for determining any leave entitlement, except for long service leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

Short paid other parent leave at full-pay;

Short paid other parent leave at half-pay, which accrues all leave at half the rate;

Purchased leave at the negotiated purchased leave rate of pay;

Leave without pay totalling five days or less in the incremental period;

Other forms of paid leave.

15. Annual Leave

- 15.1 Subject to this clause, annual leave is in accordance with the Annual Holidays Act 1944.
- 15.2 Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- 15.3 An employee who takes unpaid parental leave in accordance with this Award is entitled to take annual leave on half pay at the same time.
- 15.4 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 15.5 Limits on accumulation and direction to take leave:
- 15.5.1 Employees must take at least two consecutive weeks of annual leave every 12 months, except by agreement with the Agency Head in special circumstances.
- 15.5.2 Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the employee.
- 15.5.3 The Employer shall notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Employer.
- 15.5.4 The Employer shall notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Employer.
- 15.5.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Employer must cooperate in this process.
- 15.6 Conservation of Leave:
- If the Employer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Employer shall: -
- 15.6.1 Specify in writing the period of time during which the excess shall be conserved; and
- 15.6.2 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.
- 15.7 Annual leave does not accrue during leave without pay, other than:
- 15.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
- 15.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 15.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 15.7.4 Incapacity for which compensation is authorised under the *Workplace Injury Management and Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or

- 15.7.5 Periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 15.8 An employee who is 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* before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- 15.9 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays.
- Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave as provided for in subclause 49.7 of this Award.
- 15.10 An employee entitled to additional annual leave under subclauses 15.8 and 15.9 of this clause, or under subclause 49.7, Shift Work, of this Award can elect at any time to cash out the additional annual leave.

16. Annual Leave Loading

- 16.1 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 on their salary.
- 16.2 The annual leave loading shall be paid to employees subject to the following conditions:
- 16.2.1 The full entitlement to the loading on annual leave that an employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from work for at least two consecutive weeks 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.
- 16.2.2 In the event of no such absence occurring by 30 November of the following year, an 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.
- 16.2.3 On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an 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.
- 16.2.4 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.
- 16.3 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 16.4 Shift workers - Shift workers proceeding on annual leave are eligible to receive the more favourable of:
- 16.4.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on annual leave; or
- 16.4.2 17½% annual leave loading.

17. Sick Leave

- 17.1 An employee is entitled to take paid accrued sick leave in accordance with this clause.
- 17.2 Sick leave accrues at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- 17.3 During the first 4 months of employment, an employee can access up to 5 days paid sick leave even though that leave has not yet accrued.

- 17.4 An employee is required to provide evidence of illness from a registered medical practitioner when sick leave exceeds two consecutive days.
- 17.4.1 The reference to medical practitioner in subclause 17.4 shall be; up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or,
- 17.4.2 at the Employer's discretion, another registered health services provider.
- 17.4.3 at the Employer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 17.5 Subject to 17.4 and any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take a total of 5 instances of sick leave due to illness in any one calendar year without the provision of evidence of illness, after which all leave requires evidence of illness from a registered medical practitioner.
- 17.6 Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

18. Carer's Leave

Where family and community service leave provided for in clause 19 of this Award is exhausted or unavailable, an employee with responsibilities in relation to a family member as provided for in clause 2 Definitions who needs the employee's care and support, may elect to use available paid sick leave, when a family member is ill subject to the following:

- 18.1 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Employer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 18.2 If required by the Employer to establish the illness and/or the need for care of the family member concerned, the employee must provide evidence, as required under subclause 17.4, from a registered medical practitioner.

19. Family and Community Service Leave

- 19.1 The Employer shall grant to an employee some, or all of their accrued family and community service leave (FACSL) on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 19.2 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.

- 19.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 19.2.1 Compassionate grounds - such as the death or illness of a family member as defined in clause 2 definitions;
- 19.2.2 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;
- 19.2.3 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 work;
- 19.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

- 19.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Employer considers the granting of family and community service leave to be appropriate in a particular case;
- 19.2.6 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 role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 19.3 The maximum amount of FACSLS that an employee will be granted at ordinary rates is:
- 19.3.1 Two and a half days in the first 12 months of service; or
- 19.3.2 Five days in any period of two years after the first 12 months of service; or
- 19.3.3 One day for each completed year of service, less the total amount of any FACSLS already taken by the employee, whichever is the greater.
- 19.4 If available FACSLS is exhausted, on the death of a Family Member or relative, additional paid FACSLS of up to 2 days may be granted on a discrete, per occasion basis to an employee.

20. Long Service Leave

20.1 General

Long Service Leave for employees will accrue and be granted in accordance with the Extended Leave provisions of Schedule 1 and Schedule 2 of the Government Sector Employment Regulation 2014.

20.2 Long Service Leave (LSL) Entitlements

20.2.1 An employee who has completed 10 years of continuous service with the Employer is entitled to LSL of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.

20.2.2 For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days LSL.

20.2.3 Entitlement to leave if employment terminated in special circumstances.

a) An employee with at least 5 years' service but less than 7 years' service whose employment is terminated:

i) by the employee, for reasons of illness, incapacity or domestic or other pressing necessity, or

ii) by the Employer for reasons other than serious and intentional misconduct.

b) The employee is entitled to:

i) for 5 years' service, one month's leave on full pay, and

ii) for further service in excess of 5 years, additional leave proportionate to the employee's length of service (up to but not including 7 years) calculated at the rate of 3 months leave for 15 years' service.

20.2.4 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 LSL accrual indicated in paragraph 20.2.1 above on a pro rata basis of 4.4 working days per completed year of service.

20.2.5 Employees who are employed part time are entitled to LSL on the same basis as that applying to a fulltime employee but payment for the leave is calculated on a pro rata basis.

21. Parental Leave

- 21.1 Parental leave includes maternity, adoption and other parent leave.
- 21.2 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:
- 21.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 21.2.2 For a further period of up to 12 months after the actual date of birth.
- 21.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 21.3 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:
- 21.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 21.3.2 For such period, not exceeding 12 months on a full-time basis, as the Employer may determine, if the child has commenced school at the date of the taking of custody.
- 21.4 Special Adoption Leave - An employee shall be entitled to unpaid adoption leave for up to 2 days to attend interviews or examinations for the purposes of adoption. Adoption leave may be taken as a charge against annual leave, long service leave, flexitime or family and community service leave.
- 21.5 Other Parent Leave - 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:
- 21.5.1 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;
- 21.5.2 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 21.5.1 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.
- 21.6 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:
- 21.6.1 Applied for parental leave within the time and in the manner determined set out in subclause 21.10 of this clause; and
- 21.6.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

- 21.6.3 Payment for the parental (i.e. 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.
- 21.7 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a fulltime role who is on part time leave without pay when they start parental leave is paid:
- 21.7.1 At the fulltime rate if they began part time leave 40 weeks or less before starting parental leave;
- 21.7.2 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;
- 21.7.3 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.
- 21.7.4 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:
- 21.7.5 At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 21.7.6 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
- 21.7.7 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 21.8 Except as provided in subclause 21.6 of this clause parental leave shall be granted without pay.
- 21.9 Right to request - An employee who has been granted parental leave in accordance with subclause 21.2, 21.3 or 21.5 of this clause may make a request to the Employer to:
- 21.9.1 Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 21.9.2 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);
- to assist the employee in reconciling work and parental responsibilities.
- 21.9.3 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 employees, loss of efficiency and the impact on customer service.

21.10 Notification Requirements

- 21.10.1 When the Employer is made aware that an employee or their spouse is pregnant or is adopting a child, the Employer must inform the employee of their entitlements and their obligations under the Award.
- 21.10.2 An employee who wishes to take parental leave must notify the Employer 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 21.9 of this clause.
- 21.10.3 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.
- 21.10.4 Employee's request and the Employer's decision to be in writing
- The employee's request under subclause 21.9 and the Employer's decision made under subclause 21.10 must be recorded in writing.
- 21.10.5 A 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 Employer 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 Employer agrees.
- 21.10.6 An employee on maternity leave is to notify her Employer of the date on which she gave birth as soon as she can conveniently do so.
- 21.10.7 An employee must notify the Employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 21.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Employer and any number of times with the consent of the Employer. In each case she/he must give the Employer at least 14 days' notice of the change unless the Employer decides otherwise.
- 21.10.9 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 21.9 of this clause, and she/he resumes work immediately after the approved leave or work on a part time basis.
- 21.10.10 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 assigned to a role of the same grade and classification as the employee's former role.
- 21.10.11 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 Employer 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.

- 21.10.12 An employee who has returned to full time work 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 Employer) must be given.
- 21.10.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or long service leave or sick leave without pay. An employee may apply for accrued annual leave, long service 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.
- 21.10.14 An employee may elect to take available annual leave or long service leave within the period of parental leave provided this does not extend the total period of such leave.
- 21.11 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 21.11.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
- 21.11.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
- 21.11.3 When calculating other leave accruing during the period of annual leave at half pay, the annual 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.
- 21.12 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.
- 21.13 If such adjustments cannot reasonably be made, the Employer 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.
- 21.14 Communication during parental leave
- 21.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the 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.
- 21.14.2 The employee shall take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 21.14.3 The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this subclause 21.14.

22. Military Leave

- 22.1 During the period of 12 months commencing on 1 July each year, the Employer 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.
- 22.2 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 22.1 of this clause.
- 22.3 The Employer may grant an employee paid 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.
- 22.4 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 22.2 of this clause may be granted Military Leave Top Up Pay by the Employer.
- 22.5 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.
- 22.6 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, annual and long service leave entitlements, and the Employer will continue to make superannuation contributions at the normal rate.
- 22.7 At the expiration of military leave in accordance with subclause 22.2 or 22.3 of this clause, the employee shall furnish to the Employer a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

23. Purchased Leave

- 23.1 An employee 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.
- 23.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 23.3 The leave must be taken within the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 23.4 The leave will count as service for all purposes.
- 23.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay:
- 23.5.1 Purchased leave rate means the rate of pay the employee receives when their ordinary rate has been reduced to cover the cost of purchased leave.
- 23.5.2 To calculate the purchased leave rate of pay, the employees 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.
- 23.6 Purchased leave is subject to the following provisions:
- 23.6.1 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.

- 23.6.2 All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, long service leave or leave in lieu, will be paid at the purchased leave rate of pay.
- 23.6.3 Sick leave cannot be taken during a time when purchased leave is being taken.
- 23.6.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 23.6.5 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.
- 23.6.6 A higher duties payment will not be paid when purchased leave is being taken.
- 23.7 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

24. Leave Without Pay

- 24.1 The Employer may grant leave without pay to an employee if good and sufficient reason is shown.
- 24.2 Where an employee is granted LWOP, 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 annual leave.
- 24.3 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.
- 24.4 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.

25. Observance of Essential Religious and Cultural Obligations

- 25.1 Provided adequate notice as to the need for leave is given by an employee to the Employer and it is operationally convenient to release the employee from duty, the Employer must grant the leave applied for by the employee for the following:
- 25.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 25.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- 25.2 Annual, Long Service Leave, flex leave or Leave Without Pay may be utilised to observe the obligations.

26. Other Forms of Paid Leave

- 26.1 Jury Service
- 26.1.1 An employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the employee.
- 26.1.2 An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, provide to the Employer any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.

26.1.3 In respect of any period during which an employee was required to be at work the employee shall receive:

- a) Paid leave on ordinary pay where the employee has provided to the Employer a certificate of attendance and pays the attendance fees to the Employer. The employee may retain out of pocket expenses; or
- b) In any other case, at the election of the employee either annual leave on full pay; or leave without pay, if the employee retains the attendance fees.

26.2 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 at work. 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.

26.3 Witness at Court - Crown Witness

26.3.1 An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted paid 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.

26.3.2 An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for paid leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

26.4 NAIDOC Day

An employee who identifies as an Indigenous Australian shall be granted up to one day paid 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 reasonable notice to the Employer.

26.5 Domestic Violence

When the leave entitlements referred to in clause 27, 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.

26.6 Sport

Family and Community Services Leave may be granted for 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.

26.7 Emergency Services

26.7.1 Employees who volunteer may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of their attendance as a volunteer at the emergency.

26.7.2 Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to 10 days paid leave per year, subject to operational convenience. Proof of course attendance and completion is required.

26.7.3 Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted paid leave for the duration of the course, provided the SES advises the Employer that the employee is required to attend. Proof of course attendance and completion is required.

26.7.4 Employees may be granted an additional 1 day of paid leave for rest when they attend a declared emergency for several days as an SES or RFS volunteer.

27. Leave for Matters Arising from Domestic Violence

27.1 Leave entitlements provided for in clauses 17, Sick Leave and 18, Carer's Leave and 19, Family and Community Service Leave, may be used by employees experiencing Domestic Violence.

27.2 Where the leave entitlements referred to in subclause 27.1 above are exhausted, the Employer shall grant paid leave in accordance with subclause 26.5 of this Award.

27.3 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.

27.4 Personal information concerning domestic violence will be kept confidential by the Employer.

27.5 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.

28. Lactation Breaks

28.1 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.

28.2 An ongoing fulltime employee or ongoing 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.

28.3 An ongoing 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.

28.4 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.

28.5 The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

28.6 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.

28.7 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.

- 28.8 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 17, Sick Leave, of this Award, or access to a flexible working hours scheme provided for in clause 13, Flexible Working Hours, of this Award, where applicable.

29. Public Holidays

- 29.1 Unless directed to attend for duty by the Employer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 29.1.1 A public holiday throughout the State; or
 - 29.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
 - 29.1.3 A day between Boxing Day and New Year's Day determined by the Employer as a public holiday.
- 29.2 An employee required by the Employer 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.
- 29.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

30. Transferred Employees Relocation Costs

- 30.1 The Employer will offer a relocation package to employees whose roles are relocated to another work location by the Employer and where it requires the employee to relocate their principal place of residence from one town or part of the state to another.
- 30.2 A relocation package will be in accord with the Crown Employees (Transferred Employees Compensation) Award 2009 or an Award replacing that Award.

31. Overtime

31.1 General

An employee may be directed by the Employer 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:

- 31.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - 31.1.2 Any risk to the employee's health and safety;
 - 31.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the LLS and the effect on client services;
 - 31.1.4 The notice (if any) given by the Employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
 - 31.1.5 Any other relevant matter.
- 31.2 Payment for overtime shall be made only where the employee works directed overtime.
- 31.3 Subject to clause 13, Flexible Working Hours, overtime shall be deemed as the hours directed to be worked before 7.30am, or after 6.00pm, provided that, on the day when overtime is required to be

performed, the employee shall not be required by the Employer to work more than 7.6 hours after finishing overtime or before commencing overtime.

31.4 If an employee is compensated for overtime through any other arrangement, the employee is not entitled to the provisions in this clause.

31.5 The minimum payment in terms of subclause 31.7, Overtime Rates applies, overtime shall not be less than a quarter of an hour.

31.6 Overtime is not payable for time spent travelling.

31.7 Overtime Rates

31.7.1 The provisions of this clause shall not apply to shift workers. Overtime provisions for shift workers are set out in clause 50 of this Award.

31.7.2 Rates - Overtime shall be paid at the following rates:

- a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and double time thereafter for all directed overtime worked outside the employee's ordinary hours of work, if working standard hours, or in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.
- b) Saturday - All overtime worked on a Saturday at the rate of time and one half for the first two hours and double time thereafter.
- c) Sundays - All overtime worked on a Sunday at the rate of double time.
- d) Public Holidays - All time worked on a public holiday at the rate of double time and one half.
- e) An employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for LLS Level 6.5, as varied from time to time, shall be paid for working directed overtime at the rate for LLS Level 6.5, plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

31.8 If an employee is absent from work on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

31.9 An employee who works overtime on a Monday to Friday inclusive, shall be paid a minimum payment of one quarter of one hour at the appropriate rate.

31.10 An employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

31.11 Rest Periods:

31.11.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

31.11.2 Where an employee, at the direction of the Employer, resumes or continues working without having had eight (8) consecutive hours off work, then the employee shall be paid at the appropriate overtime rate until released from work for eight hours. The employee will then be entitled to eight (8) consecutive hours off work and shall be paid for the ordinary working time occurring during the absence.

32. Recall to Work

- 32.1 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.
- 32.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 32.3 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 overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of the employees attendance at work or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 32.4 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.
- 32.5 A recall to work commences when the employee starts work and terminates when the work is completed. A recall to work does not include time spent travelling to and from the place at which work is to be undertaken.
- 32.6 An employee recalled to work within three (3) hours of the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 32.7 This clause shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. 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.

33. On-Call Allowance

- 33.1 When required to be on call, an employee shall be:
- 33.1.1 Paid an allowance as set out in Item 1 of Table 1 of Schedule B;
 - 33.1.2 Available outside of ordinary working hours;
 - 33.1.3 Able to be contacted immediately;
 - 33.1.4 Respond to an emergency/breakdown situation in a reasonable time agreed with the Employer;
and
 - 33.1.5 In a fit state, free of the effects of alcohol or drugs.
- 33.2 If an employee who is on call and is called out by the Employer, the overtime provisions as set out in subclause 31.7 Overtime Rates or overtime worked by shift workers as set out in clause 50, whichever is appropriate shall apply to time worked;
- 33.3 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.

34. Overtime Meal Breaks

- 34.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of work on weekdays, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.2 Employees working flexible hours - An employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing work plus the time taken for lunch, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.3 Employees generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal break 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.

35. Overtime Meal Allowances

Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours' notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 10 of Table 2 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

36. Leave in Lieu (LIL) Or Payment for Overtime

- 36.1 The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu at the overtime rate in accordance with subclause 31.7 of this Award.
- 36.2 This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick family member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

37. Travelling Expenses

- 37.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Employer.
- 37.2 The Employer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 37.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees 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.
- 37.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 37.5 The Employer will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 37.6 Subject to subclause 37.14 of this clause, an employee who is required by the Employer to work 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 employee's residence in order to perform the work.

37.7 If meals are provided by the Employer at the temporary work location, the employee shall not be entitled to claim the meal allowance.

37.8 For the first 35 days, the payment shall be:

37.8.1 Where the Employer elects to pay the accommodation provider the employee shall receive:

- a) The appropriate meal allowance in accordance with the prevailing ATO ruling, and
- b) Incidentals as set out in the prevailing ATO ruling, and
- c) Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;

37.8.2 Where the Employer elects not to pay the accommodation provider the employee shall elect to receive either:

- a) The appropriate rate of allowance specified in the prevailing ATO ruling, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
- b) In lieu of subparagraph a) of this subclause, payment of the 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 the prevailing ATO ruling.

37.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Employer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

37.10 Where an employee is unable to so satisfy the Employer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

37.11 After the first 35 days - If an employee is required by the Employer to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance of 50% of the appropriate location rate as set out in the prevailing ATO ruling.

37.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 37.11 of this clause, the Employer could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

37.13 The return of an employee to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

37.14 This clause does not apply to employees who are on an employee-initiated transfer or secondment in accordance with section 64 of the Act.

38. Excess Travelling Time

38.1 Excess Travelling Time - An employee directed by the Employer to travel on official business outside a flexitime bandwidth if working under a Flexible Working Hours Agreement or usual hours of work, for employees working standard hours, to perform work at a location other than normal headquarters or place of work, at the Employer's discretion, will be compensated for such time either by:

38.1.1 Payment calculated in accordance with the provisions contained in this clause or

- 38.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the Employer.
- 38.2 Compensation shall be subject to the following conditions:
- 38.2.1 On a non-working day - subject to the provisions of paragraphs 38.3.4, 38.3.5 and 38.3.6 of this clause, all time spent travelling on official business;
- 38.2.2 On a working day - subject to the provisions of subclause 38.3 of this clause, all time spent travelling on official business outside a flexitime bandwidth if working under a Flexible working Hours Agreement or usual hours of work, for employees working standard hours provided the period for which compensation is being sought is more than a half an hour on any one day.
- 38.3 Compensation for excess travelling time shall exclude the following:
- 38.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 38.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 38.3.3 Travel to new headquarters on permanent transfer, if paid leave has been granted for the day or days on which travel is to be undertaken;
- 38.3.4 Time from 10.00 p.m. on one day to 6.00 a.m. on the following day if sleeping facilities have been provided;
- 38.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 38.3.6 Working on board ship where meals and accommodation are provided;
- 38.3.7 Time within the flex time bandwidth if working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award;
- 38.3.8 Travel overseas.
- 38.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis.
- 38.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 38.6 Employees whose salary is in excess of the rate for LLS Level 5.4 shall be paid travelling time or waiting time calculated at the rate for LLS Level 5.4, plus \$1.00 as adjusted from time to time.
- 38.7 Time off in lieu or payment for excess travelling time or waiting time will not be approved for more than eight hours in any period of 24 consecutive hours.

39. Business Usage of Private Motor Vehicle

- 39.1 The Employer may authorise an employee to use a private motor vehicle for work where:
- 39.1.1 Such use will result in greater efficiency or involve the LLS in less expense than if travel were undertaken by other means; or
- 39.1.2 Where the employee is unable to use other means of transport due to a disability.
- 39.2 An employee who, with the approval of the Employer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in the prevailing ATO ruling for the use of such private

motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 39.4 of this clause.

39.3 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.

39.3.1 The casual rate is payable if an employee elects, with the approval of the Employer, 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.

39.3.2 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.

39.4 Deduction from allowance

39.4.1 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.

39.4.2 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 subclause 39.4.3.

39.4.3 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.

39.4.4 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.

39.4.5 Where a headquarters has been designated per subclause 39.4.3 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.

39.4.6 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 claim shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subclause is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this subclause.
- e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Employer 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.

39.5 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 Employer.

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

39.7 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 Item 7 of Table 2 of Schedule B.

40. Damage to Private Motor Vehicle Used for Work

40.1 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 Employer provided:

40.1.1 The damage is not due to gross negligence by the employee; and

40.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.

40.2 Provided the damage is not the fault of the employee, the Employer shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

40.2.1 The damage was sustained on approved work activities; and

40.2.2 The costs cannot be met under the insurance policy due to excess clauses.

41. Remote Locations Living Allowance

41.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or

41.1.2 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 41.2 of this clause.

41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 3 of Table 2 of Schedule B in respect of all locations in 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, Rankins 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, except as specified in paragraphs 41.2.2 and 41.2.3 of this subclause;

- 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 3 of table 2 of Schedule B; in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 3 of table 2 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where:
- 41.3.1 The employee has a dependant as defined in subclause 41.4; and
- 41.3.2 The employee's dependant(s) resides within the area that attracts the remote area allowance; and
- 41.3.3 The employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
- 41.4.1 The spouse of the employee (including a de facto spouse);
- 41.4.2 Each child of the employee aged eighteen years or under;
- 41.4.3 Each child of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 41.4.4 Any other person who is part of the employee's household and who is, in the opinion of the Employer, substantially financially dependent on the employee.
- 41.5 Fixed term employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 41.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 41.7.1 The employee continues in employment; and
- 41.7.2 The dependants continue to reside in the area specified; and
- 41.7.3 Military pay does not exceed the employee's salary plus the remote areas allowance.
- If the military salary exceeds the employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Other Allowances

42.1 Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

42.1.1 Amenities

- a) A permanent solid floor structure, externally clad and internally lined.
- b) A bed and mattress and pillow.
- c) A lockable door and windows that are fly screened.
- d) Table and chairs.
- e) Artificial lighting.
- f) Heating if required.
- g) Shower facilities with hot and cold water.
- h) Toilet facilities that are fly proof.
- i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
- j) Adequate supplies of fresh drinking water.

42.1.2 In the event of there being no permanent structure, the Employer shall provide a caravan with amenities equivalent to those required above.

42.1.3 Where the Employer is unable to provide such equipment specified above, with Employer approval the employee shall be:

- a) Reimbursed for the cost of hiring such equipment upon production of receipts; or
- b) Be paid the daily allowance for providing their own equipment as provided for in Item 2 of Table 2 of Schedule B.

42.1.4 An employee may provide their own bedding or sleeping bag and be paid the bedding allowance as set out in Item 2 of Table 2 of Schedule B. Otherwise the Employer shall provide necessary sheets, blankets or sleeping bag.

42.1.5 Camping allowance and amounts per day are as set out in Item 1 of table 2 of Schedule B.

42.2 Home Office Allowance

Where the Employer, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

42.2.1 A formal agreement shall be signed by the Employer and the employee before such official use of the space.

42.2.2 The Employer will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Employer.

42.2.3 The furniture and equipment provided by the Employer shall remain the property of the Employer.

42.2.4 An Allowance per year of an amount set out in Item 4 of Table 2 of Schedule B, payable to the employee on a fortnightly basis in arrears, shall be paid by the Employer on commencement of the use of the room after the agreement has been signed.

42.2.5 The amount of the Allowance will increase in accordance with the amount specified in the annual CPI published by the Australian Bureau of Statistics as at June quarter.

42.2.6 If the agreement is cancelled in writing by either party, no further payments shall be paid by the Employer and no amounts shall be refunded by the employee.

42.3 Flying Allowance

Where an employee is required by the Employer to work from an in-flight situation the employee shall be paid an allowance as set out in Item 2 of Table 1 of Schedule B. The flying allowance payable under this subclause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

42.4 Horse Allowance

If the Employer requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 5 of table 2 of Schedule B for each week or part thereof that the horse is used.

42.5 Dog Allowance

If the Employer requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 6 of table 2 of Schedule B, for each week or part thereof that the dog is used.

43. Above Level Assignments Allowance

43.1 Employees who are authorised by the Employer to perform all the duties of an above level assignment for five or more consecutive days, shall not be paid less than the minimum salary of the higher role.

43.2 Where in any one period of an above level assignment of five consecutive days or more the employee does not perform the whole of the duties of the higher role, the employee will be paid a percentage as determined by the Employer of the minimum salary of the higher role..

44. Salary Packaging

44.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed in clause 7 or in Table 1 of Schedule A of this Award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

44.2 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.

44.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged.

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

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

44.5.1 Any fringe benefits tax liability arising from a salary packaging arrangement; and

44.5.2 Any administrative fees.

44.6 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:

44.6.1 Superannuation Guarantee Contributions;

44.6.2 Any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and

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

SECTION 3 - OTHER MATTERS

45. Consultation Arrangements

45.1 The Employer is committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal between the parties to this Award.

45.2 A Joint Consultative Committee (JCC) will be established to facilitate communication and discussion between the parties to help establish cooperation and trust. The JCC will provide a forum for the parties to work together when consultation takes place about workplace change, employment related policies and the review and implementation of this Award.

46. Trade Union Leave and Activities

46.1 LLS will grant special leave with pay to:

46.1.1 Union delegates for undertaking the following activities:

- a) annual or biennial conferences of the delegate's Union;
- b) meetings of the union executive, committee of management or councils;
- c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) attending meetings called by Unions NSW involving the delegate's Union which requires the attendance of a delegate;
- e) giving evidence before an industrial tribunal as a witness for the delegate's Union.

46.1.2 Union members up to a maximum of 12 days in any two year period for undertaking courses organised and conducted for or by the employee's Union or a training provider nominated by the employee's Union;

46.1.3 this leave is granted subject to:

- a) LLS's operational requirements;
- b) the employee's absence being able to be covered by existing employees;

- c) pay being paid at the ordinary hours rate, that is the base rate of pay excluding extraneous payments such as shift allowances, penalty rates, overtime, overtime in lieu, or other costs;
 - d) all travel and associated expenses being met by the employee or the employee's Union;
 - e) the employee's Union or a nominated training provider confirming the employee's attendance in writing;
 - f) the Union advising LLS in writing, in advance and as soon as the date, time and expected duration of meetings, training or activities are known;
- 46.1.4 LLS will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies;
- 46.1.5 LLS will re-credit any flex leave or other leave applied for on the day to which special leave applies;
- 46.2 Subject to operational requirements, Union delegates will be released from the performance of their normal duties and will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:
- 46.2.1 attendance at JCC meetings;
 - 46.2.2 attendance at meetings with management requiring an employee to attend in the capacity of Union delegate;
 - 46.2.3 attendance at disciplinary or grievance meetings where an employee requires the presence of a Union delegate;
 - 46.2.4 giving evidence in court or a similar tribunal on behalf of LLS;
 - 46.2.5 presenting information about the Union to new employees inducted at LLS;
 - 46.2.6 distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours' notice is given to LLS management, unless otherwise agreed between LLS and the Union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- 46.3 Where Union delegates are carrying out Union delegate functions as described in subclause 46.2 above, LLS will:
- 46.3.1 allow the Union delegate reasonable preparation time before attending meetings with management;
 - 46.3.2 allow for reasonable travel time to and from meetings;
 - 46.3.3 meet the approved travel and accommodation costs incurred from meetings called by LLS management;
 - 46.3.4 re-credit any flex leave or other leave applied for on the days which on duty Union delegate responsibilities are required;
 - 46.3.5 provide delegates with reasonable access to the following facilities for authorised Union activities:
 - a) telephone, facsimile, e-mail if available;
 - b) access to staff noticeboards for material authorised by the delegate's Union;

- c) workplace conference or meeting facilities, where available, for meetings with members as agreed with LLS and the delegate's Union.
- 46.4 LLS and the Union may enter into an on-loan arrangement allowing a Union member to be seconded to the Union. This on-loan arrangement is granted subject to:
- 46.4.1 the employee not working on LLS related matters, unless otherwise agreed in advance with LLS;
 - 46.4.2 the Union reimbursing LLS all employee-related costs including salary and on costs such as superannuation, etc. although LLS will continue to be responsible for paying the employee while they are on loan;
 - 46.4.3 written agreement being reached with LLS prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, duration and the cost reimbursement schedule;
 - 46.4.4 the on-loan arrangement being kept to a minimum time;
 - 46.4.5 any application to extend the on-loan arrangement being made in writing to LLS and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;
 - 46.4.6 on-loan arrangements being considered as service with LLS for the purpose of accrual of leave. The Union will advise LLS of any leave taken by the employee while they are on loan;
 - 46.4.7 LLS granting the on-loan arrangement at its discretion to an employee on a full time or a part time basis subject to LLS's operational requirements.

47. Work Environment

- 47.1 Work Health and Safety - The parties to this Award are committed to achieving and maintaining an accident-free and healthy workplace in LSS by:
- 47.1.1 The development of policies and guidelines for the LLS on Work Health, Safety and Rehabilitation;
 - 47.1.2 Assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in LLS and or/work premises; 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 within LSS to achieve these objectives;
 - 47.1.3 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;
 - 47.1.4 Developing strategies to assist the rehabilitation of injured employees;
 - 47.1.5 Involving the Agency Head in the provisions of paragraph 47.1.1 to 47.1.4 of this subclause.
- 47.2 Equality in employment - The Employer is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 47.3 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*. The Employer and employees are required to refrain from, or being party to, any form of harassment in the workplace.

48. Anti-Discrimination

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 Nothing in this clause is to be taken to affect:
- 48.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 48.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 48.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 48.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 48.5 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.
- 48.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 48.5.2 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."

SECTION 4 - CONDITIONS COVERING SHIFTWORKERS

49. Shift Work

- 49.1 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 for the period of the shift worked:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- 49.2 The loadings specified in subclause 49.1 of this clause shall only apply to shifts worked from Monday to Friday.
- 49.3 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.

- 49.4 Saturday Shifts - Shift workers working on an ordinary rostered shift 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.
- 49.5 Sunday Shifts - Shift workers working on an ordinary rostered 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.
- 49.6 Public Holidays - the following shall apply:

49.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time 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;

49.6.2 A shift worker rostered off work on a Public Holiday shall elect to be paid one day’s pay for that Public Holiday or to have one day added to his/her annual holidays for each such day.

- 49.7 Shift Workers Additional leave shall be granted on the following basis:

The number of ordinary shifts worked 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 days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

- 49.8 The additional leave provided for subclause 49.7 shall be granted after 1 December each year for the preceding 12 months.

- 49.9 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the Employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.

Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

- 49.10 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. 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 Agency Head.
- 49.11 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours’ notice of the proposed change.
- 49.12 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 49.13 If a shift worker continues to work or resumes work without having had eight (8) consecutive hours off work, the shift worker shall be paid overtime in accordance with clause 50, Overtime Worked by Shift Workers, of this Award, until released from work for eight (8) consecutive hours. The shift worker will then be entitled to be off work for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 49.14 Time spent off work may be calculated by determining the amount of time elapsed after:

49.14.1 The completion of an ordinary rostered shift; or

- 49.14.2 The completion of authorised overtime; or
- 49.14.3 The completion of additional travelling time, if travelling in work time, but shall not include time spent travelling to and from the workplace.
- 49.15 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

50. Overtime Worked by Shift Workers

- 50.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not in addition to the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 50.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 50.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 50.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- 50.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 50.1.5 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 6.5 (Pay point 26), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 6.5 (Pay point 26) plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 50.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off work.
- 50.3 The rest period off work shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

SECTION 5 - TRAINING AND PROFESSIONAL DEVELOPMENT

51. Employee Development and Training Activities

- 51.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:
- 51.1.1 All employee development courses conducted by a NSW Public Sector organisation;
- 51.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 51.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 51.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities: -
- 51.2.1 Activities for which study assistance is appropriate;

- 51.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Union);
and
- 51.2.3 Activities which are of no specific relevance to the LLS.
- 51.3 Attendance of an employee at activities considered by the Employer to be:
- 51.3.1 Essential for the efficient operation of the LLS; or
- 51.3.2 Developmental and of benefit to the LLS;
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 51.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the LLS:
- 51.4.1 Recognition that the employees are performing normal duties during the course;
- 51.4.2 Adjustment for the hours so worked under flexible working hours;
- 51.4.3 Payment of course fees:
- 51.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 51.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Employer is satisfied that the approval to attend constitutes a direction to work overtime under clause 31, Overtime, of this Award.
- 51.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the LLS:
- 51.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
- 51.5.2 Payment of course fees;
- 51.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 51.5.4 Such other conditions as may be considered appropriate by the Employer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 51.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the LLS, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Employer is able to release the employee, such leave shall be granted as a charge against available flex leave, annual/long service leave or as leave without pay.
- 51.7 Above Level Assignment Allowance - Payment of an above level assignment allowance is to continue where the employee is in receipt of such allowance and attends a training or developmental activity whilst on duty in accordance with this clause.

52. Study Assistance

- 52.1 The Employer shall have the power to grant or refuse study time.
- 52.2 Where the Employer approves the grant of study time, the grant shall be subject to:
- 52.2.1 The course being a course relevant to the LLS;
 - 52.2.2 The time being taken at the convenience of the LLS; and
 - 52.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 52.3 Study time may be granted to Ongoing and Fixed Term Full Time employees and Ongoing and Fixed Term Part Time employees. Part Time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 52.4 Study time may be used for:
- 52.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 52.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 52.4.3 Private study; and/or
 - 52.4.4 Accumulation, subject to the conditions specified in subclauses 52.6 to 52.10 of this clause.
- 52.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 52.5.1 Face-to-Face - Employee may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 52.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 52.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 52.6 to 52.10 of this clause.
- 52.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the LLS.
- 52.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the employee and the Employer.
- 52.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 52.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 52.10 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.

- 52.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 52.12 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 52.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 52.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 52.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 52.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 52.17 The period granted as examination leave shall include:
- 52.17.1 Time actually involved in the examination;
 - 52.17.2 Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 52.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 52.19 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 52.20 All employees are eligible to apply and no prior service requirements are necessary.
- 52.21 Study leave shall be granted without pay, except where the Employer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Employer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 52.22 Where financial assistance is approved by the Employer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 52.23 Scholarships for Part Time Study - In addition to the study time/study leave provisions under this clause, the Employer may choose to identify courses or educational programmes of particular relevance or value and establish a LLS scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**Table 1 - Salary Pay Points**

Pay Point	Effective from first full Pay after 1 July 2020 0.3% \$	Effective from first full Pay after 1 July 2021 2.04% \$	Grade
1	48,406	49,393	1.1
2	49,242	50,247	1.2
3	50,870	51,908	1.3
4	54,153	55,258	1.4
5	57,434	58,606	2.1
6	60,021	61,245	2.2
7	62,267	63,537	2.3
8	64,973	66,298	3.1
9	66,882	68,246	3.2
10	68,749	70,151	3.3
11	70,636	72,077	3.4
12	72,635	74,117	4.1
13	74,827	76,353	4.2
14	77,162	78,736	4.3
15	79,535	81,158	4.4
16	83,778	85,487	5.1
17	85,744	87,493	5.2
18	87,017	88,792	5.3
19	88,449	90,253	5.4
20	91,916	93,791	5.5
21	94,610	96,540	5.6
22	97,443	99,431	6.1
23	100,356	102,403	6.2
24	103,015	105,117	6.3
25	104,539	106,672	6.4
26	107,864	110,064	6.5
27	111,077	113,343	7.1
28	114,201	116,531	7.2
29	118,863	121,288	7.3
30	122,404	124,901	7.4
31	124,786	127,332	7.5
32	128,473	131,094	8.1
33	133,920	136,652	8.2
34	136,898	139,691	8.3
35	142,308	145,211	8.4
36	148,578	151,609	8.5

Table 2 - Administration and Clerical (A&C) Stream

Classification	Grade	Pay Point
A&C 1 Level 1	1.1	1
A&C 1 Level 2	1.2	2
A&C 1 Level 3	1.3	3
A&C 1 Level 4	1.4	4
Hard Barrier - Comparative Assessment Required		
A&C 2 Level 1	2.1	5
A&C 2 Level 2	2.2	6
A&C 2 Level 3	2.3	7

Hard Barrier - Comparative Assessment Required		
A&C 3 Level 1	3.1	8
A&C 3 Level 2	3.2	9
A&C 3 Level 3	3.3	10
A&C 3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
A&C 4 Level 1	4.1	12
A&C 4 Level 2	4.2	13
A&C 4 Level 3	4.3	14
A&C 4 Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
A&C 5 Level 1	5.2	17
A&C 5 Level 2	5.4	19
A&C 5 Level 3	5.5	20
A&C 5 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&C 6 Level 1	6.1	22
A&C 6 Level 2	6.2	23
A&C 6 Level 3	6.4	25
A&C 6 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&C 7 Level 1	7.1	27
A&C 7 Level 2	7.2	28
A&C 7 Level 3	7.3	29
A&C 7 Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
A&C 8 Level 1	8.1	32
A&C 8 Level 2	8.2	33
A&C 8 Level 3	8.4	35
A&C 8 Level 4	8.5	36

Table 3 - Advisory and Technical (A&T) Stream

Classification	Grade	Pay Point
A&T 1 Level 1	5.2	17
A&T 1 Level 2	5.4	19
A&T 1 Level 3	5.5	20
A&T 1 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&T 2 Level 1	6.1	22
A&T 2 Level 2	6.2	23
A&T 2 Level 3	6.4	25
A&T 2 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&T 3 Level 1	7.1	27
A&T 3 Level 2	7.2	28
A&T 3 Level 3	7.3	29
A&T 3 Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
A&T 4 Level 1	8.1	32
A&T 4 Level 2	8.2	33
A&T 4 Level 3	8.4	35
A&T 4 Level 4	8.5	36

Table 4 - Field Operations (FO) Stream

Classification	Grade	Pay Point
FO1 Level 1	1.3	3
FO1 Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
FO2 Level 1	2.1	5
FO2 Level 2	2.2	6
FO2 Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
FO3 Level 1	3.1	8
FO3 Level 2	3.2	9
FO3 Level 3	3.3	10
FO3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
FO4 Level 1	4.1	12
FO4 Level 2	4.2	13
FO4 Level 3	4.3	14
FO4 Level 4	4.4	15

Table 5 - District Veterinarian Stream

Classification	Grade	Pay Point
Level 1	4.4	15
Level 2.1	5.1	16
Level 2.2	5.3	18
Level 2.3	5.6	21
Level 3.1	6.2	23
Level 3.2	6.3	24
Level 3.3	7.2	28
Level 4.1	7.3	29
Level 4.2	7.4	30
Level 4.3	7.5	31
Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33

SCHEDULE B**ALLOWANCES AND EXPENSES****Table 1 - Work Related Allowances**

Item No.	Clause No.	Allowance	Effective from first full pay after 1 July 2020 0.3%	Effective from first full pay after 1 July 2021 2.04%
1	33.1	On-call allowance	1.01 per hour	1.03 per hour
2	42.3	Flying allowance	21.80 per hour	22.30 per hour

Table 2 - Meal, Travel and Other Expense Related Allowances

Item No.	Clause No.	Description	Rates effective from 1 July 2020 \$	Rates effective from 1 July 2021 \$
1	42.1.5	Camping allowance		
		Established camp	34.10	34.40
		Non-established camp	45.05	45.45
		Additional allowance for employees who camp in excess of 40 nights per year	10.80	10.90
2	42.1.4 & 42.1.5	Camping equipment allowance		
		Camping equipment allowance	33.80	34.10
		Bedding and sleeping bag	5.65	5.70
3	41	Remote areas allowance		
		With dependants		
	41.2.1	- Grade A	2,156	2,175
	41.2.2	- Grade B	2,860	2,886
	41.2.3	- Grade C	3,819	3,854
		Without dependants		
	41.2.1	- Grade A	1,505	1,519
	41.2.2	- Grade B	2,005	2,023
	41.2.3	- Grade C	2,675	2,699
4	42.2.4	Home Office Allowance	983	992
5	42.4	Horse Allowance	11.50 per week	11.60 per week
6	42.5	Dog Allowance	5.90 per week	5.95 per week

Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

The Expense Related Allowances listed in Items 1, 2, 3, 4, 5 and 6 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on changes with the Sydney Consumer Price Index (CPI) for the preceding year to the March of the current year.

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

- Schedule C applies only to former employees of CMA AG who at the time of their transfer to LLS were contracted to work a 35 hour week.
- The following table outlines the clauses and subclause contained in the Award where transitional arrangements apply to employees of LLS in accordance with clause 1 of Schedule C.

Clause	Title	Award clause for 38 hour week Employees	Transitional Provision for 35 hour week Employees
2	Definitions - Ordinary Working Hours	means full time ordinary working hours shall be 38 hours per week Monday to Friday	means full time ordinary working hours shall be 35 hours per week Monday to Friday
2	Definitions - Part-Time Employees	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working in a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 including an employee working in a job share arrangement and where the ordinary hours of work are less than 35 per week or less than 7 hours per standard work day.
2	Definitions - Standard Hours	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7 hours, Monday to Friday, with a lunch break of one hour.
10.2	Ongoing Full-Time Employment	A full-time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award	A full-time employee is an employee employed to work ordinary hours of 35 hours per week as provided for in clause 12 of this Award
10.5.2(a)	Overtime for Casuals	When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.	When directed to perform overtime, casual employees shall be paid for hours in excess of 35 hours a week or in excess of 10 hours on any one day.
12.1	Hours of work	The ordinary hours of work shall be 38 hours per week Monday to Friday.	The ordinary hours of work shall be 35 hours per week Monday to Friday.
31.3	Overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7.6 hours after finishing overtime or before commencing overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7 hours after finishing overtime or before commencing overtime.

The transitional arrangements will remain in force until an employee's:

Employment is terminated, or

Accepts a voluntary transfer to a new role, or

Is regraded to a higher role, or

Is merit selected into a new role.

The transitional arrangements will continue to apply to an employee who obtained a role at the same grade, or at a lower grade, as a result of a change management plan or organisational change.

SCHEDULE D - TRANSLATION TO NEW CLASSIFICATION STRUCTURE**Table 1 - Pay Points to Grade**

Pay Point	Grade	Pay Point	Grade	Pay Point	Grade
1	1.1	13	4.2	25	6.4
2	1.2	14	4.3	26	6.5
3	1.3	15	4.4	27	7.1
4	1.4	16	5.1	28	7.2
5	2.1	17	5.2	29	7.3
6	2.2	18	5.3	30	7.4
7	2.3	19	5.4	31	7.5
8	3.1	20	5.5	32	8.1
9	3.2	21	5.6	33	8.2
10	3.3	22	6.1	34	8.3
11	3.4	23	6.2	35	8.4
12	4.1	24	6.3	36	8.5

Table 2 - Administration and Clerical Stream

Administration and Clerical Stream		
Classification	Grade	Pay Point
Customer Service Representative Level 1	1.1	1
Customer Service Representative Level 2	1.2	2
Customer Service Representative Level 3	1.3	3
Customer Service Representative Level 4	1.4	4
Hard Barrier - Comparative Assessment Required		
Customer Services Officer Level 1	2.1	5
Customer Services Officer Level 2	2.2	6
Customer Services Officer Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Senior Customer Services Officer Level 1	3.1	8
Senior Customer Services Officer Level 2	3.2	9
Senior Customer Services Officer Level 3	3.3	10
Senior Customer Services Officer Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
Administration Officer Level 1	4.1	12
Administration Officer Level 2	4.2	13
Administration Officer Level 3	4.3	14
Administration Officer Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
Coordinator Customer Service Level 1	5.2	17
Coordinator Customer Service Level 2	5.4	19
Coordinator Customer Service Level 3	5.5	20
Coordinator Customer Service Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Senior Administration Officer Level 1	5.2	17
Senior Administration Officer Level 2	5.4	19
Senior Administration Officer Level 3	5.5	20
Senior Administration Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Business and Finance Officer Level 1	6.1	22
Business and Finance Officer Level 2	6.2	23
Business and Finance Officer Level 3	6.4	25
Business and Finance Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Senior Business and Finance Officer Level 1	7.1	27

Senior Business and Finance Officer Level 2	7.2	28
Senior Business and Finance Officer Level 3	7.3	29
Senior Business and Finance Officer Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Business and Finance Level 1	8.1	32
Manager Business and Finance Level 2	8.2	33
Manager Business and Finance Level 3	8.4	35
Manager Business and Finance Level 4	8.5	36

Table 3 - Advisory and Technical Stream

Advisory and Technical Stream		
Classification	Grade	Pay Point
Land Services Officer Level 1	5.2	17
Land Services Officer Level 2	5.4	19
Land Services Officer Level 3	5.5	20
Land Services Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Senior Biosecurity Officer Level 1	5.2	17
Senior Biosecurity Officer Level 2	5.4	19
Senior Biosecurity Officer Level 3	5.5	20
Senior Biosecurity Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Strategic Land Services Officer Level 1	5.2	17
Strategic Land Services Officer Level 2	5.4	19
Strategic Land Services Officer Level 3	5.5	20
Strategic Land Services Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Communications Officer Level 1	6.1	22
Communications Officer Level 2	6.2	23
Communications Officer Level 3	6.4	25
Communications Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Geographic Information Systems Officer Level 1	6.1	22
Geographic Information Systems Officer Level 2	6.2	23
Geographic Information Systems Officer Level 3	6.4	25
Geographic Information Systems Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Senior Land Services Officer Level 1	6.1	22
Senior Land Services Officer Level 2	6.2	23
Senior Land Services Officer Level 3	6.4	25
Senior Land Services Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Senior Strategic Land Services Officer Level 1	6.1	22
Senior Strategic Land Services Officer Level 2	6.2	23
Senior Strategic Land Services Officer Level 3	6.4	25
Senior Strategic Land Services Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Team Leader Invasive Species and Plant Health Level 1	7.1	27
Team Leader Invasive Species and Plant Health Level 2	7.2	28
Team Leader Invasive Species and Plant Health Level 3	7.3	29
Team Leader Invasive Species and Plant Health Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Team Leader Land Services Level 1	7.1	27
Team Leader Land Services Level 2	7.2	28
Team Leader Land Services Level 3	7.3	29

Team Leader Land Services Level 4	7.4	30
Team Leader Strategic Land Services Level 1	7.1	27
Team Leader Strategic Land Services Level 2	7.2	28
Team Leader Strategic Land Services Level 3	7.3	29
Team Leader Strategic Land Services Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Biosecurity and Emergency Services Level 1	8.1	32
Manager Biosecurity and Emergency Services Level 2	8.2	33
Manager Biosecurity and Emergency Services Level 3	8.4	35
Manager Biosecurity and Emergency Services Level 4	8.5	36
Manager Land Services Level 1	8.1	32
Manager Land Services Level 2	8.2	33
Manager Land Services Level 3	8.4	35
Manager Land Services Level 4	8.5	36
Manager Strategic Land Services Level 1	8.1	32
Manager Strategic Land Services Level 2	8.2	33
Manager Strategic Land Services Level 3	8.4	35
Manager Strategic Land Services Level 4	8.5	36

Table 4 - Field Operations Stream

Field Operations Stream		
Classification	Grade	Pay Point
Conservation Field Officer Level 1	1.3	3
Conservation Field Officer Level 2	1.4	4
Field Officer (Travelling Stock Routes) Level 1	1.3	3
Field Officer (Travelling Stock Routes) Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Levels 3 and 4	2.1	5
Conservation Field Officer Level 5	2.3	7
Senior Field Officer (Travelling Stock Routes) Level 1	2.1	5
Senior Field Officer (Travelling Stock Routes) Level 2	2.2	6
Senior Field Officer (Travelling Stock Routes) Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Level 6	3.2	9
Conservation Field Officer Level 7	3.3	10
Biosecurity Support Officer Level 1	3.1	8
Biosecurity Support Officer Level 2	3.2	9
Biosecurity Support Officer Level 3	3.3	10
Biosecurity Support Officer Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
Biosecurity Officer Level 1	4.1	12
Biosecurity Officer Level 2	4.2	13
Biosecurity Officer Level 3	4.3	14
Biosecurity Officer Level 4	4.4	15
Ranger (Travelling Stock Routes) Level 1	4.1	12
Ranger (Travelling Stock Routes) Level 2	4.2	13
Ranger (Travelling Stock Routes) Level 3	4.3	14
Ranger (Travelling Stock Routes) Level 4	4.4	15

Hard Barrier - Comparative Assessment Required		
Managing Ranger (Grand-parented for present occupants)	(\$83,778 p/a from FFPP 1.7.2020 & \$85487 p/a from FFPP 1.7.2021)	16

Table 5 - District Veterinarian Stream

District Veterinarian Stream (Personal Progression)		
Classification	Grade	Pay Point
District Vet Level 1	4.4	15
District Vet Level 2.1	5.1	16
District Vet Level 2.2	5.3	18
District Vet Level 2.3	5.6	21
District Vet Level 3.1	6.2	23
District Vet Level 3.2	6.3	24
District Vet Level 3.3	7.2	28
District Vet Level 4.1	7.3	29
District Vet Level 4.2	7.4	30
District Vet Level 4.3	7.5	31
Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33
Senior District VET (Grand-parented for present occupants)	(\$136,898 p/a from FFPP 1.7.20 & \$139691 p/a from FFPP 1.7.2021)	34

J. WEBSTER, *Commissioner*

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PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187613 of 2021)

Before Chief Commissioner Constant

7 July 2021

AWARD

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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.

"Employer" means the Secretary of the NSW Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"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.

"Union" means any or all of the following organisations as the case may be:

Construction, Forestry, Mining and Energy Union (New South Wales Branch);

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (New South Wales Branch);

Electrical Trades Union of Australia (New South Wales Branch).

3. Classifications

"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 their 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 their 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.

"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.

"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, motorcycles 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 floor laying.

"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.

"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 their 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.

"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.

3A. 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 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 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 their 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 their next allocated day off duty, in normal sequence, they shall be given and shall take such day as though they had worked the whole of the 20 day cycle.

(g) Where an employee is required to work on their accrued allocated day off, other than a call back, they 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 they 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 18, Public Holidays, and clause 19, 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 their 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 employee's 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 they 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 they perform.
 - (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 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 to an employee rostered on call.
- (vi) Where provided with a mobile telephone, 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 they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing

contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (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 Department of Employment, Skills, Small and Family Business.

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 17, 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 their ordinary work on one day and the commencement of their ordinary work on the next day that they have 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 they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of their 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 they are released from duty for such period and they shall then be entitled to be absent until they have 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 18, 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 they are 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 they were 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 their place of work.

Provided further that where an employee elects to use their 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 their 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 their 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 they have 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 their home, or pay him their current wage for the time reasonably occupied in reaching their home (provided that this subclause shall not apply to an employee who uses their own vehicle to travel to and from their 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 17, 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 PAYG withholding 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 PD2018_044 Salary Packaging, 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, HELP repayments, 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 PD2018_044 Salary Packaging.
- (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 PD2018_044 Salary Packaging as amended from time to time.

7. Additional Rates, Special Rates and Allowances

- (i) Additional Wage Rates
- (a) 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.
- (b) 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:
- (1) when required to act on plumber's licence;
- (2) when required to act on gasfitter's licence;

- (3) when required to act on drainer's licence;
- (4) when required to act on plumber's and gasfitter's licence;
- (5) when required to act on plumber's and drainer's licence;
- (6) when required to act on gasfitter's and drainer's licence;
- (7) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by their employer to act on their licence or licences during the course of their employment shall be paid at the rate per hour mentioned in this Award for every hour of their employment whether they 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.

- (c) 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 their ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 17, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (d) Electric Welding - An employee being the holder of a Department of Industrial Relations oxy-acetylene or electric welding certificate who may be required by their employer to act on either of their certificates during the course of their employment shall be entitled to be paid for every hour of their 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.
- (e) 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.
- (f) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week they are so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (g) BMC Operators:
 - (1) 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.
 - (2) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
 - (3) 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.

- (h) 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.
- (i) 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.

- (j) 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.

(ii) 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 their 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).
- (e) 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.

- (f)
- (1) 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.
 - (2) 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.
- (g) Smokeboxes, 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.
- (h) Wet Places:
- (1) An employee working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid an amount per hour extra as set out at Table 2; provided that their 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 they are required to work in wet clothing or boots.

Where an employee is required to work in the rain they shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
 - (2) 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.
- (i) Acid Furnaces, Stills, etc:
- (1) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid 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.
 - (2) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid 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.
- (j) 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.

- (k) Swing Scaffolds:
- (1) 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.
 - (2) 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.
 - (3) 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.
- (l) 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 or its successor agency shall be paid an amount per hour extra as set out at Table 2.
- (m) Working Second hand Timber - Where, whilst working second hand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber they shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which their 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 they can prove their claim.
- (n) 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.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (p) 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.
- (q) Toxic and Obnoxious Substances:
- (1) 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.
 - (2) 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.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
 - (4) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
 - (5) 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.
- (r) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.

- (s) 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.
- (t) 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.
- (u) 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 7(ii), Special Rates, with the exception of subclauses (a) Cold Places; (e) Hot Places; (k) Swing Scaffold; (l) Spray Application; and (m) Working Second hand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

- (v) 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.
- (x)

- (1) 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.

- (2) 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.

- (iii) 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.

- (iv) Chokages

Subject to subclause 7(ii), 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 they are required to work in a septic tank in operation they shall be paid an amount as set out at Table 2 per day or part thereof.

(v) 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 7(iv), Chokages, would otherwise be payable.

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 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. 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 their accustomed place of work shall, at the direction of their 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 their 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 their 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 PD2012_021 Managing Excess Staff of the NSW Health Service, 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.

11. 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, Hours and Contract of Employment, 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 their 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.

12. Higher Duties Allowance

- (i) Where a Leading Hand is on their 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 their 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 they shall be paid the appropriate allowance for the whole of such day or shift.

13. 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.

14. 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 their employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable earmuffs 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.

15. 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.

16. 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.

17. 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 18, 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.

18. 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, they may be paid one half day's pay in addition to the weekly rate and have one day added to their 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 day's 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 their 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.

19. 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 their 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.

20. 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) Subclause 20(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) subclause 20(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 their duties to use tools other than those of their own trade, such tools shall be supplied by the employer.

21. 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.

22. 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 their employment shall be recompensed by their employer to the extent of their 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 they shall compensate the employee to the extent of their loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of their 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.

23. 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 their/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.

24. 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 their ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if they 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 18, 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 subclause 2.11.1 of PD2019_010 Leave Matters for the NSW Health Services, as varied or replaced, from time to time.

25. 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 their long service leave on a pro-rata basis per completed year of service.

- (i)
 - (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, they 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, they 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 they were so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of their service after they were so re-employed unless they have completed at least five years' continuous service from the date of their 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 they have completed at least five years' continuous service from the date upon which they commenced their 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 their 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 they so desire and by agreement with their present employer and their proposed employer, be allowed to retain their 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 their 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 their 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 21 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 their next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

26. 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 25, 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 their 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.

27. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with Ministry of Health Policy Directive PD2019_010, 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 PD2019_010, 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 PD2019_010, 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.

28. 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 (iv)(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 their 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, they 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) 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 paragraphs (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.

29. 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 pregnancy an employee is unable to continue to work then they 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 they are 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. They may resume duty at any time provided they produce a doctor's certificate as to their 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 paragraph (iv)(a) of Part A of this clause or paragraph (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 paragraph (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 paragraph (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 paragraph (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 paragraphs (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under paragraph (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their fulltime 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 fulltime 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.

30. 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 workplace 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 Local Health District 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.

31. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than their normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than their 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 their 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 their 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.

32. Exhibition of Award

See section 361 of the *Industrial Relations Act 1996*, which provides for the exhibition of industrial instruments in the workplace.

33. 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.

34. 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.

35. 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 they represent.

36. 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 or domestic status, disability, responsibilities as a carer, 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.

37. 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 30 June 2022 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.

38. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 3, Classifications, 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 commences on 1 July 2021 and replace and rescinds the Public Health Service Employees Skilled Trades (State) Award 2020 published 24 April 2020 (387 I.G. 800) and all variations thereof.
- (iii) This Award takes effect from 7 July 2021 and shall remain in force for a period of one year. The rates in the last column in Table 1 in Part B, Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2021.

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.

Description	Effective Date 01-Jul-2021 \$
Bricklayer	
Level 1	56,234
Level 2 (Level 1 plus 5%)	59,045
Level 3 (Level 1 plus 10%)	61,858
Level 4 (Level 1 plus 15%)	64,669
Carpenter	
Level 1	56,234
Level 2 (Level 1 plus 5%)	59,045
Level 3 (Level 1 plus 10%)	61,858
Level 4 (Level 1 plus 15%)	64,669
Electrical Instrument Fitter	
Level 1	62,339
Level 2 (Level 1 plus 5%)	65,456
Level 3 (Level 1 plus 10%)	68,573
Level 4 (Level 1 plus 15%)	71,689
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.	
Electrical Tradesperson	
Level 1	59,513
Level 2 (Level 1 plus 5%)	62,489
Level 3 (Level 1 plus 10%)	65,465

Level 4 (Level 1 plus 15%)	68,440
Fitter / Motor Mechanic	
Level 1	56,085
Level 2 (Level 1 plus 5%)	58,889
Level 3 (Level 1 plus 10%)	61,694
Level 4 (Level 1 plus 15%)	64,498
Floor / Wall Tiler	
Level 1	56,234
Level 2 (Level 1 plus 5%)	59,045
Level 3 (Level 1 plus 10%)	61,858
Level 4 (Level 1 plus 15%)	64,669
Painter / Spray Painter	
Level 1	56,234
Level 2 (Level 1 plus 5%)	59,045
Level 3 (Level 1 plus 10%)	61,858
Level 4 (Level 1 plus 15%)	64,669
Plasterer	
Level 1	56,234
Level 2 (Level 1 plus 5%)	59,045
Level 3 (Level 1 plus 10%)	61,858
Level 4 (Level 1 plus 15%)	64,669
Plumber	
Level 1	56,625
Level 2 (Level 1 plus 5%)	59,457
Level 3 (Level 1 plus 10%)	62,288
Level 4 (Level 1 plus 15%)	65,120
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.	
Scientific Instrument Maker	
Level 1	57,945
Level 2 (Level 1 plus 5%)	60,842
Level 3 (Level 1 plus 10%)	63,740
Level 4 (Level 1 plus 15%)	66,637
Signwriter	
Level 1	57,474
Level 2 (Level 1 plus 5%)	60,348
Level 3 (Level 1 plus 10%)	63,222
Level 4 (Level 1 plus 15%)	66,095
Tool Maker	
Level 1	57,945
Level 2 (Level 1 plus 5%)	60,842
Level 3 (Level 1 plus 10%)	63,740
Level 4 (Level 1 plus 15%)	66,637
Welder 1st Class	
Level 1	56,085
Level 2 (Level 1 plus 5%)	58,889
Level 3 (Level 1 plus 10%)	61,694
Level 4 (Level 1 plus 15%)	64,498
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.	

Table 2 - Additional Rates, Special Rates and 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 Description	Frequency	Effective Date 01-Jul-2021 \$
4A(ii)	On-call - Rostered on duty	Per 24 Hours	25.23
4A(iii)	On-call - Rostered off duty	Per 24 Hours	49.84
7(i)(a)	Electricians Licence Grade A	Per Week	51.95
7(i)(a)	Electricians Licence Grade B	Per Week	28.33
7(i)(b)(1)	Plumbers License	Per Week	51.56
7(i)(b)(2)	Gasfitters License	Per Week	51.56
7(i)(b)(3)	Drainers License	Per Week	42.00
7(i)(b)(4)	Plumbers and Gasfitters License	Per Week	68.09
7(i)(b)(5)	Plumbers and Drainers License	Per Week	68.09
7(i)(b)(6)	Gasfitters and Drainers License	Per Week	68.09
7(i)(b)(7)	Plumbers and Drainers and Gasfitters License	Per Week	94.85
7(i)(c)	Plumbers/Gasfitters/Drainers Reg. Cert	Per Hour	1.01
7(i)(d)	Electric Welding	Per Hour	0.80
7(i)(e)	Computing Quantities	Per Day	6.48
7(i)(f)	Boiler Attendants Certificate	Per Week	8.00
7(i)(g)	BMC Operator	Per Week	41.61
7(i)(h)	Motor Mechanic	Each	0.82
7(i)(h)	Motor Mechanic per day	Per Day	3.29
7(i)	Elec Fitter & Assistant to Chief Eng.-Sydney Hospital	Per Week	73.34
7(i)	Elec Fitter & Assistant to Chief Eng.-Other Hospital	Per Week	58.50
7(i)	Electrician in Charge of Generating Plant less than 75 kilowatts	Per Week	21.54
7(i)	Electrician in charge of Generating Plant 75 Kilowatts or more	Per Week	74.82
7(i)	Plant Electrician	Per Week	70.35
7(j)	Welder Special Class	Per Week	13.39
8	Tool Allowance - Electrical Trades	Per Week	21.40
9(i)(b)	Leading Hand Electrician	Per Week	70.35
9(ii)(a)	Leading Hand - Other than Electricians I/C up to 5 employees	Per week	53.63
9(ii)(b)	Leading Hand - Other than Electricians I/C 6 up to 10 employees	Per Week	70.09
9(ii)(c)	Leading Hand - Other than Electricians I/C over 10 employees	Per Week	89.82
7(ii)(a)	Cold Place	Per Hour	0.86
7(ii)(b)	Confined Spaces	Per Hour	1.01
7(ii)(c)	Dirty Work	Per Hour	0.86
7(ii)(d)	Height Money - at 7.5 metres	Per Hour	0.86
7(ii)(d)	Height Money - every additional 3 metres	Per Hour	0.86
7(ii)(e)	Hot Places - 46C-54C	Per Hour	0.86
7(ii)(e)	Hot Places - more than 54C	Per Hour	1.01
7(ii)(f)(1)	Insulation Material	Per Hour	1.01
7(ii)(f)(2)	Asbestos	Per Hour	1.01
7(ii)(g)	Boil Repair	Per Hour	0.60
7(ii)(g)	Oil fired Boiler	Per Hour	2.11
7(ii)(g)	Smoke Boxes etc	Per Hour	0.60
7(h)(1)	Wet Places - other than rain	Per Hour	0.86
7(h)(1)	Rain	Per Hour	0.86
7(h)(2)	Mud Allowance	Per Day	6.58
7(i)	Acid Furnaces etc.	Per Hour	4.33
7(j)	Depth Money	Per Hour	0.86
7(k)(1)	Swing Scaffolds other than plasterers - First four hours	Per Hour	6.12

7(k)(1)	Swing Scaffolds other than plasterers - Thereafter	Per Hour	1.28
7(k)(2)	Swing Scaffolds - plasterers	Per Hour	0.17
7(l)	Spray Application	Per Hour	0.86
7(m)	Working Second-hand timber	Per Day	3.26
7(n)	Roof Work	Per Hour	0.86
7(o)	Explosive Powered Tools	Per Day	2.03
7(p)	Morgues	Per Hour	0.96
7(q)(1)	Toxic Obnox - Epoxy Materials	Per Hour	1.01
7(q)(2)	Toxic Obnox Sub A/C not operating	Per Hour	0.72
7(q)(4)	Close Proximity to Toxic Sub	Per Hour	0.86
7(r)	Psychiatric Patients (PH Ward)	Per Hour	0.72
7(s)	Animal House	Per Hour	0.56
7(u)	Asbestos Eradication	Per Hour	2.85
7(x)(1)	Psychiatric Hospitals	Per Hour	1.66
7(x)(2)	Geriatric Allowance - Allandale/Garrawarra	Per Hour	0.58
7(x)(2)	Geriatric Allowance - Lidcombe	Per Hour	0.53
7(iii)	Thermostatic Mixing Valve	Per Week	28.25
7(iv)	Chokages	Per Day	9.85
7(v)	Fouled Equipment	Per Day	9.85
21(i)	Climatic and Isolation Allowance - Time and Half Zone	Per Week	9.32
21(ii)	Climatic and Isolation Allowance - Double Zone	Per Week	18.77
N/A	Apprentice Passing Exams - 1st Year		1.76
N/A	Apprentice Passing Exams - 2nd Year		5.45
N/A	Apprentice Passing Exams - 3rd Year		7.19

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	Frequency	Effective Date 01-Jul-2021 \$
8	Tool Allowance Bricklayer	Per Week	24.20
8	Tool Allowance Carpenter	Per Week	33.90
8	Tool Allowance Floor/Wall Tiler	Per Week	24.20
8	Tool Allowance Fitter Motor Mechanic	Per Week	33.90
8	Tool Allowance Plasterer	Per Week	33.90
8	Tool Allowance Painter Spray Painter Signwriter	Per Week	8.30
8	Tool Allowance Plumber	Per Week	33.90
8	Tool Allowance Scientific Instrument/Tool Maker	Per Week	33.90
8	Tool Allowance Welder 1st Class	Per Week	33.90
5(viii)	Meal Allowance for meal on overtime	Each	27.60
5(viii)	Subsequent Meal	Each	11.70
10(i)	Employee required to work away from accustomed place of work	Per Day	22.60
20(vii)(c)	Laundry Allowance (Skilled Trades)	Per Week	1.05
31	Living away from home allowance - (W)	Per Week	551.70
31	Living away from home allowance - (D)	Per Day	78.80
22(ii)	Damage to clothing and tools - insurance to the extent of		1962.71
20 (viii)	Ambulance Service - Uniform provided up to the value of	Per Year	421.66

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	Effective Date 01-Jul-2021 \$
Apprentice Bricklayer	
1st Year	24,463
2nd Year	32,524
3rd Year	42,006
4th Year	48,573
Apprentice Carpenter	
1st Year	24,463
2nd Year	32,524
3rd Year	42,006
4th Year	48,573
Apprentice Electrician	
1st Year	24,463
2nd Year	32,524
3rd Year	42,006
4th Year	48,573
Apprentice Fitter/Motor Mechanic	
1st Year	24,463
2nd Year	32,524
3rd Year	42,006
4th Year	48,573
Apprentice Painter	
1st Year	24,463
2nd Year	32,524
3rd Year	42,006
4th Year	48,573
Apprentice Plumber	
1st Year	24,463
2nd Year	32,524
3rd Year	42,006
4th Year	48,573
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.	

SCHEDULE 1**Table 1 - Award History**

Public Health Service Employees Skilled Trades (State) Award
(Incorporating the Ambulance Service of NSW Skilled Trades)

Date Published	Volume	Publication No.	Description
21 June 2002	334	C1022	Award
27 July 2002	336	C1407	Variation
4 March 2005	348	C3373	Variation
17 March 2006	358	C3872	Variation
17 March 2006	358	C4108	Variation
17 March 2006	358	C4239	Variation

8 September 2006	360	C4864	Variation
6 October 2006	361	C4732	Variation
17 November 2006	361	C5031	Variation
23 February 2007	362	C5223	Variation
9 March 2007	362	C5301	Variation
8 February 2008	364	C6222	Variation
11 April 2008	365	C6338	Award Review
30 January 2009	367	C6866	Variation
26 February 2010	369	C7403	Variation
30 December 2011	371	C7701	Award
10 August 2012	373	C7799	Award Review Variation

Public Health Service Employees Skilled Trades (State) Award

Date Published	Volume	Publication No.	Description
5 October 2012	374	C7979	Award
16 August 2013	375	C8062	Correction
16 August 2013	375	C8065	Award
3 July 2015	377	C8352	Award
15 April 2016	379	C8528	Award

Public Health Service Employees Skilled Trades (State) Award 2018

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8784	Award

Public Health Service Employees Skilled Trades (State) Award 2019

Date Published	Volume	Publication No.	Description
9 June 2019	385	C8915	Award
23 April 2021	389	C9239	Variation

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

SERVICE NSW (SALARIES AND CONDITIONS) EMPLOYEES AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 188856 of 2021)

Before Commissioner Webster

9 July 2021

AWARD

Clause No. Subject Matter

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4. Area, Incidence and Duration
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6. Consultative Mechanism

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SECTION 1 - APPLICATION AND OPERATION

1. Title

- 1.1 This award shall be known as the Service NSW (Salaries and Conditions) Employees Award 2021.

2. Definitions

- 2.1 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- 2.2 Award means the Service NSW (Salaries and Conditions) Employees Award 2021.
- 2.3 Daily rate or rate per day means the rate payable for 24 hours, unless otherwise specified.
- 2.4 Division Head means the Chief Executive Officer of Service NSW and includes the delegate of the Chief Executive Officer as appropriate.
- 2.5 "Employee" shall mean a person employed by Service NSW.

- 2.6 "Employer" shall mean Service NSW under delegation by the Industrial Relations Secretary pursuant to s.50 of the *Government Sector Employment Act 2013*.
- 2.7 Extended leave means extended (long service) leave to which an employee is entitled under the provisions of Schedule 1 to the *Government Sector Employment Regulation 2014*, as amended from time to time.
- 2.8 Headquarters means the centre(s) to which an employee is attached, or from which an employee is required to operate on a long-term basis.
- 2.9 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Division Head, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.
- 2.10 "Parties" shall mean Service NSW and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- 2.11 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time role or under a part-time arrangement.
- 2.12 Public holiday means a day proclaimed under Part 2 of the *Public Holidays Act 2010*, as a public holiday.
- 2.13 Service NSW, means the Public Service executive agency known as Service NSW, related to Department of Finance, Services and Innovation, or subsequent Department, established under Schedule 1 Part 2 of the *Government Sector Employment Act 2013* (NSW).
- 2.14 Public Service senior executive (PSSE) means the Chief and Public Service senior executives, employed pursuant to Division 4 of Part 4 of the *Government Sector Employment Act 2013*.
- 2.15 Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.

3. Parties to the Award

- 3.1 This Award has been made between Service NSW and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Area, Incidence and Duration

- 4.1 This Award applies to all employees of Service NSW.
- 4.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and rescinds and replaces the Service NSW (Salaries and Conditions) Employees Award 2018, published 29 March 2019 (384 I.G. 177)
- 4.3 This Award will come into effect on and from 1 July 2021 and will remain in force for 12 months.

5. Reward & Recognition Management

- 5.1 Service NSW recognises the value to the organisation of rewarding staff commitment and outstanding performance. Service NSW will commit to the development of a reward and recognition system during the term of this Award. This process will be facilitated through the establishment of a reward and recognition working party and agreed terms of reference.

- 5.2 The aims of the Service NSW Reward & Recognition Management system are (consistent with the NSW Government Wages Policy):
- a) to establish a climate of continuous improvement within Service NSW.
 - b) to match individual objectives with Service NSW objectives and Corporate and Strategic Plans.
 - c) to provide a process that ensures open communication between staff and supervisors about the work they do, how it is done and how contribution is managed, recognised and rewarded.

6. Consultative Mechanism

- 6.1 Service NSW will consult with its employees and the Association where the implementation of significant change is being considered. 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. The consultative provisions are directed toward the development of a relationship of inclusion, involvement and mutual trust between the parties.

Joint Consultative Committee (JCC)

- 6.2 Service NSW, delegates and Association representatives, will meet at least four (4) times per year, via a joint consultative committee process. The Joint Consultative Committee (JCC) will consist of senior Service NSW management representatives, Association representatives and site delegates, as appropriate. This Committee will meet to consult on matters which have organisational wide impact or implications and matters that have been escalated from local consultative committees.

Local Consultative Committees

- 6.3 Local site Consultative Committees will be established at Service NSW workplaces to discuss local issues. The Committees will consist of representatives of local management and employees as well as an Association representative. These Committees will meet to consider local matters.
- 6.4 Local site Consultative Committees will meet where practical and provide updates to and/or refer unresolved matters to the Service NSW JCC.

General Consultative Arrangements

- 6.5 When a change is proposed that will have an impact on the working arrangements of employees, including the introduction of technological change, Service NSW will consult with employees and the Association. Service NSW will provide relevant information about:
- (a) The proposed change;
 - (b) Effects on the employees;
 - (c) The rationale for the proposed changes based on business needs; and
 - (d) The proposed time frame and plan for managing the change.
- 6.6 Service NSW will meet with the affected employees and the Association 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.
- 6.7 The employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with the Association, to consider the change and respond to any proposed changes.
- 6.8 Service NSW will genuinely consider all input provided by employees and the Association and provide timely responses to matters raised.

When assessing strategies for managing change, Service NSW may consider a range of options to mitigate the impact on employees including, attrition, voluntary redundancy programs, job redesign, redeployment, training and development, use of leave by agreement and conversion to part-time employment.

- 6.9 Where matters cannot be resolved through the consultative process, any party may utilise the Grievance and Dispute Settling Procedure at clause 45.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Service NSW - Classifications and Salaries

Salary rates for the following classifications shall be paid in accordance with Schedule A - Service NSW Salaries.

7.1 Contact Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Customer Concierge Operator	Grade 2	Year 1	Grade 2	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Service Quality Coach	Grade 6	Year 1	Grade 7	Year 3
Team Leader	Grade 6	Year 1	Grade 7	Year 3
Call & Resource Planning Analyst	Grade 6	Year 1	Grade 7	Year 3
Assistant Manager	Grade 8	Year 1	Grade 9	Year 3
Contact Centre Manager				
Small	Grade 9	Year 1	Grade 10	Year 3
Medium	Grade 10	Year 1	Grade 11	Year 3
Large	Grade 11	Year 1	Grade 12	Year 3

7.2 Service Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Digital Service Representative	Grade 2	Year 1	Grade 3	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Concierge	Grade 5	Year 1	Grade 6	Year 3
Service Co-ordinator	Grade 6	Year 1	Grade 6	Year 3
Customer Service Representative	Grade 5	Year 1	Grade 5	Year 1
Driver Tester - Level 1*				
Customer Service Representative	Grade 5	Year 2	Grade 5	Year 2
Driver Tester - Level 2*				
Customer Service Representative	Grade 5	Year 3	Grade 5	Year 3
Driver Tester - Level 3*				
Service Centre Manager				
Level 1	Grade 6	Year 1	Grade 7	Year 3
Level 2	Grade 7	Year 1	Grade 8	Year 3
Level 3	Grade 8	Year 1	Grade 9	Year 3
Level 4	Grade 9	Year 1	Grade 10	Year 3
Level 5	Grade 11	Year 1	Grade 11	Year 3
Customer Service Representative Driver Testers:				
*Appointment to Year 1 is based on the successful completion of Type 1 Driving Instructor Knowledge Test and Type 1 Driving Instructor Driving Test in a manual vehicle.				
Progression to Year 2 is subject to the successful completion of relevant training and assessment program/s and Service NSW business requirements.				
Progression to Year 3 is subject to the successful completion of relevant training and assessment program/s and application of Heavy Vehicle Knowledge Test and Service NSW business requirements.				

Progression within the levels for Driver Tester shall be based on the successful completion of relevant training and application, subject to Service NSW business requirements, of designated Driver Tester skills specified in the progression table below.

Progression Criteria for Customer Service Representative Driver Tester classification

Grade 5 Level 1	Grade 5 Level 2	Grade 5 Level 3
Car Class C	Car Aged Class C	
Car Driving Instructor Driving Test Class C	Heavy Vehicle LR to MR	Heavy Vehicle HR to HC
	Heavy Vehicle Aged LR to MR	Heavy Vehicle Aged HR to HC
	Heavy Vehicle Driving Instructor Driving Test LR to MR	Heavy Vehicle Driving Instructor Driving Test HR to HC
	Short Manual Truck Test (to remove condition B) LR to MR	Short Manual Truck Test (to remove condition B) HR to HC
	Disability Driving Test Class C to MR	Disability Driving Test HR to HC
	Test Course Design C to MR	Test Court Design HR to HC
	Motorcycle	Heavy Vehicle Aged HR to HC
	Heavy Vehicle LR to MR	
<p>Explanation of terms:</p> <ul style="list-style-type: none"> • MC - Multi Combination - road train or B-Double • HC - Heavy Combination - heavy articulated vehicle • HR - Heavy Rigid - heavy rigid truck or bus • MR - Medium Rigid - medium rigid truck or bus • LR - Light Rigid - small bus or truck • C - Car 		

8. Forms of Employment

8.1 Employees may be engaged as ongoing, temporary or casual, on either a full-time or part-time basis. Ongoing employment is to be the preferred form of employment for Service NSW.

8.2 Standard Hours - Full-Time

A full-time employee is engaged as such, to work seventy (70) hours per fortnight.

8.3 Standard Hours - Part-Time

A part-time employee is engaged as such, to work at least eight (8) hours per fortnight and less than seventy (70) hours per fortnight.

8.4 Temporary Service NSW Employee

A temporary employee is a person engaged for a limited duration, on a full-time or part-time basis.

8.5 A person may be employed as a temporary employee in Service NSW:

- (a) for the duration of a specified task or project, or
- (b) to carry out the duties of a role that is temporarily vacant, or
- (c) to provide additional temporary assistance in a particular work area, or
- (d) in connection with the secondment or exchange of staff, or
- (e) to undertake a traineeship or cadetship, or

- (f) for any other temporary purpose.
- 8.6 The maximum period for which a temporary employee may be engaged is up to four (4) years. The maximum total period of 4 years may, with the approval of the Public Service Commissioner, be extended for an additional period of up to 12 months to a total of five (5) years.
- 8.7 The commencing and finishing times for each day are determined by local management.
- 8.8 The services of a temporary employee will be terminated:
- (a) at the end of the period of employment; or
 - (b) at any time by local management or the employee giving two (2) weeks' notice, or pay in lieu thereof.
- 8.9 The re-engagement of a temporary employee is subject to approval by the Chief Executive Officer of Service NSW, or their approved delegate.

Appointment of long-term temporary employees

- 8.10 A long term temporary employee may, with the approval of the Division Head, be appointed to an ongoing role in Service NSW, if the Division Head has made a recommendation in accordance with this clause, for the appointment of the employee to the role, subject to the following requirements having been satisfied:
- (a) Employment as a Service NSW temporary employee falls within a continuous employment period of at least 12 months.
 - (b) The temporary employee must, at some stage of the temporary employment period, have been selected to perform duties at a grade that is the same as (or similar to) the grade of the role concerned (whether or not the duties of the role are substantially the same as the duties performed during the temporary employment), and
 - (c) The temporary employee was performing duties at that grade following some form of open competition that involved the merit selection of the employee as the person who, in the opinion of the Division Head, had the greatest merit among the candidates concerned,
 - (d) The rate of salary or wages proposed to be payable to the holder of the role concerned at the time of appointment must not exceed the maximum rate payable for Service NSW Grade 11.
 - (e) The Division Head must be satisfied that ongoing work is available in respect of the employee and the role in Service NSW,
 - (f) The Division Head must be satisfied that the employee has the qualifications, experience, standard of work performance and capabilities to enable the employee to perform the duties of the role concerned,
 - (g) Appointment under this clause is not subject to probation, unless the Division Head otherwise directs.

8.11 Casual Employee

A casual employee is any employee who works on an hourly basis as required and is paid as such.

9. Service NSW Probation Period

- 9.1 All new ongoing employees, other than an employee who immediately prior to their employment in Service NSW was employed in the NSW Public Service in an ongoing role, will be subject to a minimum six (6) month probationary period.

- 9.2 Service NSW may extend the probationary period once, by up to three (3) months, to a maximum of nine (9) months.

10. Termination of Employment

- 10.1 Subject to clause 8.8 above, the services of an employee may be terminated by:

- (a) resignation, i.e. voluntarily leaving the service of Service NSW
- (b) retirement
- (c) dismissal, or
- (d) redundancy

- 10.2 Period of notice

- (a) With the exception of casual employees, two (2) weeks' notice of termination of employment by an employee or the employer shall be given and paid, or such further period as agreed by the employee and employer. Service NSW 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.
- (b) Employees over forty-five (45) years of age will be provided with an additional one (1) weeks' notice.
- (c) Notwithstanding anything contained in this clause, Service NSW may dismiss any staff member without notice for serious and wilful misconduct or neglect of duty. In such cases, salary and entitlements will only be paid up to the time of dismissal.
- (d) On termination, employees are required to return all property belonging to Service NSW. Employees may be required to compensate Service NSW for property which is not returned.

11. Spread of Operating Hours

The standard hours of work shall be worked within the spread of operating hours as follows:

- 11.1 Service NSW Service Centres

- (a) Monday to Friday 6:30am to 7:30pm
- (b) Saturday 7:30am to 3:30pm

- 11.2 Service NSW Contact Centres

- (a) Monday to Saturday 6:30am to 7:30pm

- 11.3 Service NSW Corporate Office

- (a) Monday to Friday 6:30am to 7:30pm

- 11.4 In the event that Service NSW employs staff outside of the prescribed spread of operating hours, both parties agree to negotiate new provisions in respect of affected employees.

- 11.5 Local arrangements may be negotiated between the Division Head and the Association, and approved by the Secretary of Treasury, in respect of the whole of Service NSW, or part of Service NSW in respect of matters contained within the Award.

12. Extended Operating Hours

- 12.1 During the term of this Award Service NSW may introduce extended operating hours within Contact Centres.
- 12.2 Extended operating hours where introduced will be worked on the following basis:
- (a) Contact centre employees already employed as at the date this Award commences to operate may only undertake extended hours by consent of the employee;
 - (b) Contact centre employees commencing employment after the commencement of this Award, may be rostered to undertake extended operating hours on a rotational basis.
 - (c) Extended operating hours will attract the following shift loading from Monday to Friday:
 - (i) commencing at or after 2.00pm and no later than 3.30pm 12.5%
 - (d) Extended operating hours will attract the following shift loadings for work performed on weekends:
 - (ii) Saturday shifts, which are not a public holiday, at the rate of ordinary time and one half;
 - (iii) Sunday shifts, which are not a public holiday, at the rate of ordinary time and three quarters;

provided that extended operating hours on weekends will not extend beyond a finishing time of 11.00pm.
 - (e) Where a contact centre employee works on a public holiday the employee will be paid at two and a half times the ordinary rate for all time worked. Such payment shall be in lieu of any shift loadings, including shift loadings for extended operating hours and weekend work.

13. Additional Leave for Employees Working Extended Operating Hours

- 13.1 Additional leave will be granted to employees working extended operating hours in accordance with clause 12 of this Award, on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December to 30 November the following year	Additional Leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

14. Meal Break

- 14.1 Meal breaks must be given to and taken by employees. No employee shall be required to work more than five (5) consecutive hours without a meal break.
- 14.2 A meal break shall be for a minimum of thirty (30) minutes duration. Local management has discretion to approve meal breaks up to one (1) hour duration.
- 14.3 Meal breaks are unpaid.

14.4 Tea Breaks

- (a) Employees may take a tea break of up to ten (10) minutes duration at a time convenient to the business needs of Service NSW.
- (b) Time taken for such breaks shall be without interruption to service.

15. Change of Operating Hours Within the Spread of Hours

15.1 Any change to the operating hours of a Service Centre or Contact Centre within the spread of hours as set out in clause 11 shall be subject to the General Consultative Arrangements as per clause 6, inclusive of the following consultative process:

- (a) Service NSW shall notify employees in writing of any change to operating hours at least six (6) weeks in advance of the date on which the change is proposed to take place.

16. Ordinary Hours of Work

16.1 Full Time Employees

- (a) The ordinary hours of work for full-time employees of Service NSW are seventy (70) hours per fortnight (Monday to Saturday), which are to be worked over a two (2) week roster cycle, within the spread of hours in clause 11.
- (b) Full-time employees, in a Service Centre or Contact Centre shall be rostered to work their seventy (70) hours per fortnight in either nine (9) days or ten (10) days, Monday to Saturday in the two (2) week roster cycle, based on the operational needs of Service NSW.
- (c) Full-time Service Centre and Contact Centre employees shall not be required to work more than five (5) consecutive days during the roster cycle.
- (d) Subject to rostering arrangements of this Award, any other change to the days worked or the span of hours will be by agreement between Service NSW and the employee.
- (e) Work undertaken on a Saturday will comprise part of an employee's standard hours of work over a two (2) week roster cycle. Employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
- (f) Work undertaken on a Saturday will be subject to the payment of a 50% loading, under subclause 18.2.
- (g) The minimum hours to be rostered for work by employees on a Saturday shall be four (4).

16.2 Part Time Employees

- (a) Part-time work may be undertaken with the agreement of Service NSW.
- (b) 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.
- (c) A part-time employee is to work agreed contract hours, less than full-time hours. The part time contract hours are to reflect the regular and systematic hours worked by the part-time employee.
- (d) Before commencing part-time work, Service NSW and the employee must agree upon:
 - (i) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work unless rostered to work as part of a rotating roster, and whether hours may be rostered flexibly;

- (ii) whether flexible working hours provisions or standard hours provisions will apply to the part-time employee; and
 - (iii) the classification applying to the work to be performed.
- (e) Part-time employees can agree to work additional ordinary hours of duty, at ordinary rates of pay up to thirty-five (35) hours per week. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees will:
- be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave; or
- (i) if working under the Service NSW Flexible Working Hours Agreement, have the time worked credited as flex time.
- (f) Part-time work may be undertaken within the spread of hours, as set out in clause 11 - Spread of Operating Hours.
- (g) The hours of work shall be recorded in writing between the employee and Service NSW and advised to the employee in advance in accordance with clause 11 - Spread of Operating Hours.
- (h) The minimum hours to be worked by part-time employees on any rostered days, including Saturdays shall be four (4), however a part-time employee retains the right to elect a minimum of three (3) hours.
- (i) Part-time employees shall not be required to work more than five (5) consecutive days in any fortnight roster cycle, except by way of mutual agreement.
- (j) Part-time employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
- (k) Service NSW can change the hours rostered within the specified span by giving four (4) weeks' notice and consulting with affected employees, taking into consideration any direct impact on personal responsibilities and/or individual circumstances. For the purposes of this paragraph, the specified spread of hours shall mean the band of ordinary hours of work that the part-time employee has agreed to work.
- (l) Subject to clause 17 - Rosters, any other change to the days worked or the spread of hours will be subject to prior agreement with and written approval by Service NSW.

16.3 Casual Employees

- (a) Casual employees shall be engaged as such and work on an hourly basis for a minimum of four (4) hours per engagement, within the spread of hours as set out in clause 11. However a casual employee retains the right to elect a minimum of three (3) hours.
- (b) Casual employees shall not be required to work more than five (5) consecutive days under any contract of employment, except by way of mutual agreement.
- (c) Casual employees shall be paid the Monday to Friday ordinary hourly rate of pay for the classification in which they are employed, multiplied by 1.17, subject to subclause 18.3.
- (d) The loading specified above recognises the casual nature of the employment and compensates the employee for all leave (other than Long Service Leave), and all other incidence of employment, except overtime.

17. Rosters

- 17.1 Rosters will be based on fortnightly periods and published four (4) weeks in advance. Rosters will be made accessible to employees.
- 17.2 In the event of an emergency, the hours of work and/or rostered starting and/or finishing times on any one day may be changed by way of mutual agreement.
- 17.3 Where less than seven (7) days' notice is given by Service NSW 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.
- 17.4 Mutual exchanges of rostered days between employees shall be subject to prior agreement of Service NSW.
- 17.5 Where employees are rostered in such a way that the days on which they are rostered to work fluctuates from week to week, an employee rostered off work on a public holiday being a day on which the employee usually works, may elect to be paid by one of the following methods, subject to mutual agreement from Service NSW:
- (a) payment of an additional day's salary; or
 - (b) addition of one day to the employee's annual holidays; or
 - (c) 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 clause "day" is the number of hours the employee would have worked were the employee rostered on that day.

- 17.6 Service NSW can, on up to three (3) Saturdays each calendar year, require employees to attend a training session within the spread of hours as set out in clause 11. 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.
- 17.7 Service NSW employees who are rostered free of duty on a public holiday due to working 9 days, Monday to Saturday in the two (2) week roster cycle under paragraph 16.1(b) of the Award, are entitled to the provisions of clause 17.5 above.

18. Loadings for Certain Ordinary Hours

- 18.1 Payment for all hours worked within the spread of operating hours Monday to Friday, shall be at the ordinary hourly salary rate.
- 18.2 For full-time and part-time employees, in Contact Centres and Service Centres, payment for all hours of duty on Saturday shall be at the ordinary hourly salary rate plus fifty (50) per cent.
- 18.3 For casual employees, the payment for all hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first level of the classification in which they are employed.
- 18.4 Where part-time employees work in excess of the rostered hours for a day and within the spread of operating hours of duty as set out in clause 11, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- 18.5 Where part-time employees are required to work in excess of the rostered hours on a Saturday, but within the spread of operating hours of duty for Saturday as set out in clause 11, a loading of fifty (50) per cent as prescribed in subclause 18.2 of this Part shall apply.

19. Overtime

- 19.1 Full-time employees shall be paid overtime for all time worked:
- (a) outside the spread of operating hours of duty as set out in clause 11 - Spread of Operating Hours, for which they are rostered.
 - (b) before or after the daily ordinary hours of duty set out in the roster described in the provisions of clause 17 - Rosters and worked within the spread of hours of duty as set out in clause 11 - Spread of Operating Hours.
- 19.2 Part-time employees and casual employees shall be paid for time worked in excess of the full-time hours of the classification, or outside the spread of operating hours of duty as set out in clause 11, at the appropriate overtime rate.
- 19.3 Where employees are rostered on six (6) consecutive days, work within the spread of operating hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with clause 18 - Loadings for Certain Ordinary Hours.

Overtime in General

- 19.4 Service NSW may require an employee to work reasonable overtime, payable at overtime rates.
- 19.5 An employee may refuse to work overtime in circumstances where the working of overtime would result in the employee working hours which are unreasonable. For the purposes of this paragraph, what is unreasonable or otherwise will be determined by having regard to:
- (a) any risk to the employee's 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 Service NSW regarding the working of overtime, and by the employee of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

Payment for Overtime

- 19.6 Payment for overtime shall be made only where the employee works directed overtime.
- 19.7 Overtime is not payable for time spent travelling.
- 19.8 Payment for overtime to employees shall be made at the following rates:
- (a) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday, at the rate of time and one-half for the first two (2) hours and double time thereafter;
 - (b) Saturday - All overtime worked on a Saturday, at the rate of time and one-half for the first two (2) hours and double time thereafter;
 - (c) Sunday - All overtime worked on a Sunday at the rate of double time;
 - (d) Public Holiday - All time worked on a public holiday at the rate of double time and one-half.
 - (e) An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment for three (3) hours work at the appropriate overtime rates.

- (f) An employee who is called out for emergency duty other than on days provided in paragraph (d) of this clause, shall be paid a minimum payment of three (3) hours work at overtime rates, provided that the hours paid for do not overlap with the employee's normal hours of duty.
- (g) An employee whose salary exceeds the maximum rate for Service NSW Grade 9, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Service NSW Grade 9, unless the Division Head approves payment for directed overtime at the employees appointed grade.

Calculation of Hourly Rate for Overtime

19.9 For the purpose of calculating the hourly rate, the following formula shall be used:

$$\frac{\text{Annual Salary}}{\quad} \times \frac{7}{365.25} \times \frac{1}{35}$$

Election to Take Leave in Lieu of Overtime

19.10 An employee who works overtime may within two (2) working days following such work, elect to take leave in lieu of payment for all or part of the employee's entitlement in respect of the overtime worked, as calculated in accordance with subclauses 19.8 and 19.9 of this clause. Provided that:

- (a) Leave in lieu of payment shall be taken at a convenient time, by way of mutual agreement.
- (b) Such leave in lieu shall accrue and be taken in rostered shift lengths only.
- (c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one (1) seven (7) hour day.
- (d) Leave in lieu shall be taken within three (3) months 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.
- (e) An employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

Meal Allowance - Overtime

19.11 Employees directed to work overtime for an hour and a half or more immediately after their finishing time, without being given twenty-four (24) hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by Service NSW, or be paid the amount as set out at Item 4 of Schedule B for the first and for each subsequent meal occurring every four (4) hours thereafter.

19.12 Where the allowance payable under subclause 19.11 above is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, Service NSW shall approve payment of actual expenses incurred by the employee.

20. On-Call (Stand-By) and On-Call Allowance

20.1 An employee shall be:

- (a) Entitled to be paid the on call allowance set out in Item 8 of Schedule B - Service NSW Rates and Allowances when directed by the Division Head to be on call or on standby for a possible recall to duty outside the employee's working hours;
- (b) If an employee who is on call and is called out by the Division Head, the overtime provisions as set out in clause 19, Overtime, of this award, shall apply to the time worked;

- (c) 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.

21. Public Holidays

21.1 Unless directed to attend for duty by Service NSW, an employee is entitled to be absent from duty without loss of pay on any day which is:

- (a) A day proclaimed under Part 2 of the *Public Holidays Act 2010*, as a public holiday; and
- (b) A day between Boxing Day and New Year's Day, determined by the appropriate Division Head as a Public Service Holiday.

22. Flexible Work Practices

22.1 Nothing in this award shall affect the hours of duty of an employee who is covered by a written flexible working agreement negotiated under the Service NSW Flexible Working Guidelines, as amended from time to time.

22.2 Flexible working agreements negotiated in terms of the Service NSW Flexible Working Guidelines shall be subject to the conditions specified in this award.

SECTION 3 - TRAVEL ARRANGEMENTS

23. Travelling Compensation

23.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by Service NSW.

23.2 This clause applies to employees who:

- (a) are required to proceed on duty away from their normal headquarters;
- (b) cannot return to their normal headquarters on the day of departure; and
- (c) do not permanently change their headquarters.

This clause does not apply to employees who are on an employee initiated secondment, for the initial travel to and from the new location.

23.3 The Division Head shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.

23.4 Service NSW will apply the rates as set at Schedule B - Rates and Allowances, for the following allowances:

- (a) Travel allowances (involving overnight stay).
- (b) Meal allowances (not requiring overnight accommodation).

23.5 Payment of any actual expenses shall be subject to the production of receipts.

Accommodation Arrangements

23.6 An employee, required by Service NSW to work from a temporary location shall be paid the appropriate rate of allowance for accommodation and meal expenses (if not provided by Service NSW) and incidental expenses, as per Schedule B - Rates and Allowances.

- 23.7 Service NSW will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause.
- 23.8 Employees shall obtain prior approval before making their own arrangements for overnight accommodation.
- 23.9 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three (3) star or three (3) diamond standard of accommodation.
- 23.10 The need to obtain overnight accommodation shall be determined by Service NSW, having regard to the safety of the employee travelling on official business and local conditions applicable in the area.
- 23.11 Where employees are required to attend conferences or seminars which involve evening sessions, or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by Service NSW.
- 23.12 Employees who are required to stay in overnight accommodation will receive the rates for that region as set at Schedule B - Rates and Allowances.
- 23.13 For the first thirty-five (35) days, the payment shall be:
- (a) Where Service NSW elects to pay the accommodation provider, the employee shall receive:
 - (i) The appropriate meal allowance as set at Item 1 of Schedule B - Rates and Allowances, and
 - (ii) Incidentals as set at Item 3 of Schedule B - Rates and Allowances, and
 - (iii) Actual meal expenses properly and reasonably incurred, for any residual part day travel.
 - (b) Where Service NSW elects not to pay the accommodation provider, the employee shall receive either:
 - (i) The appropriate rate of allowance as set at Item 2 of Schedule B - Rates and Allowances, and actual meal expenses properly and reasonably incurred, for any residual part day travel, or
 - (ii) In lieu of subparagraph (i) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business, together with an incidentals expenses allowance set out in Item 3 of Schedule B - Rates and Allowances.
- 23.14 The allowance will be reduced to 50% of the relevant rate for employees who remain in a region for more than 35 days and up to a period of six (6) months.

Excess Travelling Time

- 23.15 An employee directed to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Division Heads discretion, be compensated for such time either by:
- (a) Payment for travelling time, at the employee's ordinary rate of pay on an hourly basis, shall be calculated as follows:

$$\frac{\text{Annual Salary}}{\quad} \times \frac{5}{260.89} \times \frac{1}{\text{Normal Hours of Work}}$$

- (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (c) Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.

23.16 Provided that the period for which excess travelling time compensation is being sought is more than half an hour on any one day, compensation in respect of excess travelling time payable, is subject to the following conditions:

Travel on a Non-Working day

23.17 Where travel is on a non-working day, excess travelling time is payable for all time spent travelling on official business, after 7:30 am and before 11.00 pm.

Travel on a Working day

23.18 Where travel is on a working day, excess travelling time is payable for all time spent in travelling on official business, before the normal commencing time or after the normal ceasing time, subject to the following conditions:

- (a) the time normally taken for the periodic journey from home to headquarters and return is deducted from the employee's travelling time (except on a non-working day);
- (b) periods of less than a quarter of an hour on any day shall be disregarded;
- (c) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day, where Employees have travelled overnight and accommodation has been provided for them;
- (d) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport and the most practical available route;
- (e) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion, which carries increased salary or where the transfer is for disciplinary reasons, or where the transfer is made at the employee's request;
- (f) travelling time shall not include any overseas travel.

Waiting Time

23.19 When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or to headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time.

Excess Travelling Time - General

23.20 The rate of payment for excess travel or waiting time on a non-working day, shall be the same as that applying to a working day.

23.21 The hours of excess travel shall not be regarded as work time for the purposes of leave and other entitlements found in this Award.

23.22 No payment shall be made under this clause, unless Service NSW is satisfied that excess travel or waiting time was directed or approved.

- 23.23 Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Service NSW Grade 7, shall be paid travelling time calculated at the maximum rate for Service NSW Grade 7, as adjusted from time to time.
- 23.24 When an employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- 23.25 The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of twenty-four (24) consecutive hours is eight (8) hours.
- 23.26 The decision as to whether an employee is to receive leave or payment for travel time is the prerogative of the functional manager.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

24. Community Language Allowance Scheme "CLAS"

- 24.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients, and such staff members are not:
- (a) Employed as interpreters and translators; but are
 - (b) Employed in those roles as acknowledged in writing by the Division Head of Service NSW,
- shall be paid an allowance as specified in Schedule B, Rates and Allowances, subject to subclauses 24.2 and 24.3 of this clause.
- 24.2 The base level of the CLAS is paid to employees who:
- (a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - (b) have passed an examination administered by Multicultural NSW, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 24.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- (a) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employees language skills, as determined by the Division Head; or
 - (b) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

25. First Aid Allowance

- 25.1 Where Service NSW designates an employee who is qualified, as specified in item 7 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.
- 25.2 The First Aid Allowance shall not be paid during leave of one (1) week or more
- 25.3 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 role, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

- 25.4 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 the needs of Service NSW, as well as the cost of retraining First Aid Officers, are to be met by Service NSW.

26. Allowance for Living in a Remote Area

- 26.1 Employees stationed and living in a remote area, will be paid applicable allowances, as provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 26.2 This includes Allowance(s) for Living in a Remote Area and Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave.

27. Allowances and Compensation for Transferred Employees

- 27.1 Service NSW will provide reimbursement towards expenses and allowances of employees assigned to work in a new location which, by necessity of that assignment, requires the employee to leave their existing residence and seek or take up a new residence.
- 27.2 Eligible employees of Service NSW who satisfy the definition of transferred employee under the Crown Employees (Transferred Employees Compensation) Award 2009, will be paid applicable allowances and compensation, as provided by the Award.

Transferred Employee

- 27.3 A transferred employee means an ongoing employee of Service NSW who has been transferred at the initiative of Service NSW to a new location and who, as a consequence, finds it necessary to leave their existing residence and seek, or take up a new residence.
- 27.4 A transferred employee does not include a staff member of Service NSW transferred:
- (a) at their own request; or
 - (b) who has applied for a role and obtained it through a merit selection process; or
 - (c) under an arrangement between employees to exchange role; or
 - (d) who can reasonably commute to the new location; or
 - (e) where the old location and the new location are part of the Metropolitan area, i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
 - (f) on account of any misconduct
- unless the Division Head otherwise approves.

28. Association Delegates, Access and Activities

- 28.1 Service NSW acknowledges that Association delegates represent and speak on behalf of members in the workplace. See subclause 31.4 of clause 31, Special Leave, with respect to Association (Trade Union) Activities regarded as Special Leave.

Activities Regarded as on Duty

- 28.2 Accordingly, Service NSW will allow Association 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 Service NSW;
- (c) consult with members and other Employees for whom the delegate is a representative; and
- (d) Communicate and place Association information on a workplace noticeboard in a readily accessible and visible location.

28.3 Association delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where an Association member requires the presence of a delegate, where operational requirements allow the taking of such time.

Travelling and Other Costs of Association Delegates

28.4 Where a workplace meeting is called by and with management, including joint consultative committee meetings or meetings under the Grievance and Dispute Settling Procedure, Association delegates that attend will be paid by Service NSW any travel and/or accommodation costs necessarily and reasonably incurred, as per clause 23 - Travelling Compensation.

28.5 All other travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

Notice in respect of Delegate and/or Association Activities

28.6 Service NSW must be notified in writing by the Association or, where appropriate, by the Association delegate as soon as the date and/or time of conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses, is known.

28.7 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.

28.8 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.

28.9 If a delegate undertakes duties in accordance with this clause while on leave, Service NSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

Union Delegates' access to the Employer's facilities

28.10 Service NSW 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 an Association delegate and consulting/meeting and communicating with workplace colleagues in accordance with this provision.

28.11 Service NSW shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

Deduction of Association Membership Fees

28.12 At the employee's election, Service NSW shall provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the Association at regular intervals.

SECTION 5 - LEAVE

29. Leave Provisions

29.1 General Provisions:

- (a) All leave shall be debited on the basis of the number of contract hours rostered on the day(s) on which the leave is taken.
- (b) When an employee has been granted leave without pay covering a total period of absence from duty of not more than two (2) weeks, payment shall be made at ordinary rates for public holidays occurring during such absence, provided that such public holidays fall on days which would normally be working days.
- (c) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that they have been incapacitated for any period whilst on recreation leave, or five (5) consecutive working days or more whilst on extended leave, they may be re-credited with an equivalent period of recreation leave or extended leave, as the case may be, to the extent of the sick leave taken. Provided that the foregoing provision may be applied to extended leave taken prior to retirement but not to such leave taken prior to resignation or termination of services or to recreation leave taken prior to retirement, resignation or termination of services.
- (d) For the purposes of this clause, periods of absence other than leave of absence approved by Service NSW shall not be regarded as service.
- (e) Except for leave without pay taken as part of leave for maternity purposes, the leave of absence expressed in these clauses shall be on the basis of a five-day working week.

30. Notification of Absence from Duty

- 30.1 An employee must not be absent from work unless reasonable cause is shown.
- 30.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 30.3 If an employee is to be absent from duty, other than on authorised leave, the employee must notify their supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 30.4 In circumstances where either:
 - (a) An employee is absent from duty without authorised leave; or
 - (b) Is deemed to be absent from duty without authorised leave because such an employee failed to provide a satisfactory explanation to management:

The employee shall be regarded as absent from duty without authorised leave and the Division Head shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 30.5 Leave can be debited in hours and shall be rounded to the nearest quarter hour.
- 30.6 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

31. Special Leave

Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

31.1 Special Leave - Jury Duty

- (a) An employee shall, as soon as possible, notify Service NSW of any jury summons served on the Employee.
- (b) 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, provide Service NSW with a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee and the details of any payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
- (c) When a certificate of attendance is received in respect of any period during which a staff member was required to be on duty, Service NSW shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, Service NSW shall grant, at the election of the employee, available recreation leave on full pay, flex leave or leave without pay.

31.2 Witness at Court - Official Capacity

- (a) 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 Service NSW.

31.3 Witness at Court - Other than in an Official Capacity - Crown Witness

- (a) 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 leave without pay, or annual leave must be taken.
- (b) 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 leave without pay or annual leave.
- (c) Association Witness - An employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by Service NSW for the required period.

31.4 Association (Trade Union) Activities regarded as Special Leave

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

- (a) Annual or biennial conferences of the Association;
- (b) Meetings of the Associations Executive, Committee of Management or Councils;
- (c) Annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;

- (e) Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- (f) Giving evidence before an Industrial Tribunal as a witness for the Association;
- (g) Reasonable travelling time to and from conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses.

Training Courses

- (h) Employees who are members of the Association will be granted special leave with pay up to twelve (12) working days in any period of two (2) years to attend training courses endorsed by the Association, Unions NSW or the Australian Council of Trade Unions (ACTU), subject to:
 - (i) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (ii) all travelling expenses being met by the Employee or the Association; and
 - (iii) attendance being confirmed in writing by the Association or a nominated training provider.

31.5 NAIDOC Day

- (a) Aboriginal and Torres Strait Islander Employees shall be granted up to one (1) day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations.
- (b) 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.

31.6 Emergency Services

- (a) 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.
- (b) For any other emergency other than a declared emergency, employees are entitled to a maximum of five (5) days Special Leave per year. Proof of attendance at the emergency is required.
- (c) Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to ten (10) days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- (d) 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 Service NSW that the staff member is required to attend.
- (e) Employees are entitled to take an additional one (1) day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.

31.7 Special Leave - Other Purposes

Special leave on full pay may be granted to employees for such other purposes, subject to the conditions specified in clause 6-18 the Personnel Handbook at the time the leave is taken.

32. Recreation Leave

- 32.1 Paid recreation leave for full time employees and recreation leave for employees working part time accrues at the rate of twenty (20) working days per annum. 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.
- 32.2 Additional recreation leave, at the rate of 5 days per year, accrues to an employee, employed in terms of the Act, who is 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 before its repeal.
- 32.3 Recreation leave accrues from day to day.

Limits on Accumulation and Direction to Take Leave

- 32.4 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every twelve (12) months, except by agreement with the Division Head in special circumstances.
- 32.5 Where the operational requirements permit, the application for leave shall be dealt with by the Division Head according to the wishes of the employee.
- 32.6 The Division Head shall notify the employee in writing when accrued recreation leave reaches twenty-five (25) days or its hourly equivalent and at the same time may direct an employee to take at least ten (10) days recreation leave within three (3) months of the notification, at a time convenient to Service NSW.
- 32.7 The Division Head shall notify the employee in writing when accrued recreation leave reaches thirty (30) days or its hourly equivalent and direct the employee to take at least ten (10) days recreation leave within six (6) weeks (or any other such mutually convenient time) of the notification.
- 32.8 Consistent with Treasury Circular NSWTC14-11 and NSWTC 16-03 accrued recreation leave balances are a maximum of thirty (30) days.

Miscellaneous

- 32.9 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).
- 32.10 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay, recreation leave taken on half pay, or maternity leave taken on half pay.
- 32.11 Recreation leave does not accrue during leave without pay other than:
- (a) military leave taken without pay when paid military leave entitlements are exhausted;
 - (b) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (c) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - (d) incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - (e) periods which, when aggregated, do not exceed 5 working days in any period of 12 months.
- 32.12 An employee entitled to additional recreation leave under paragraph 32.2 of this clause, and/or additional leave under clause 13 can elect at any time to cash out the additional recreation leave.

Recreation Leave Loading

- 32.13 An employee employed by Service NSW, is entitled to be paid recreation leave loading of 17½% on the monetary value of up to four (4) weeks recreation leave accrued in a leave year, capped at the maximum salary of SNSW 11.
- 32.14 For the calculation of the recreation leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 32.15 Payment of the recreation leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (a) The full entitlement to the loading on recreation leave that an Employee has accrued over the previous leave year will be paid on the first occasion after 1 December in any year an 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 recreation leave.
 - (b) The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (c) In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year in a pay following 30 November.
 - (d) On cessation of employment, other than termination by the employer for misconduct, an employee who has not taken recreation leave qualifying them for payment of the recreation leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

Maximum Loading

- 32.16 The recreation 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 of SNSW 11.

33. Family and Community Service Leave

- 33.1 Employees will be granted paid FACS Leave for unplanned or emergency family responsibility reasons, in accordance with this clause.
- 33.2 FACS Leave will be granted:
- (a) for reasons related to responsibilities for a family member;
 - (b) for reasons related to the death of a family member or relative;
 - (c) for reasons related to performance of community service; or
 - (d) in case of pressing necessity, natural disaster or major transport disruption.
- 33.3 FACS Leave shall accrue as follows:
- (a) two and a half days in the first twelve (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 thereafter, less the total amount of any FACS already taken by the employee,

- 33.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 37.8 of this Award - Carer's Leave.
- 33.5 Employees who have exhausted their entitlements to FACS Leave may be granted additional FACS Leave up to two (2) days to cover the period necessary to arrange or attend the funeral of a family member or relative as contained in subclause 33.4. Additional FACS Leave will be granted on a discrete 'per occasion' basis.
- 33.6 Employees working part time shall accrue FACS Leave on a pro rata basis, which will be determined on the average weekly hours worked.
- 33.7 Employees appointed to Service NSW who have had immediate previous employment in the NSW Government Service may transfer their FACS Leave from their previous employer.

34. Leave Without Pay

- 34.1 The Division Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 34.2 Leave Without Pay may be granted on a full-time or a part-time basis.
- 34.3 Where an employee is granted leave without pay for a period not exceeding ten (10) consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 34.4 Where an employee is granted leave without pay which, when aggregated, does not exceed five (5) working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 34.5 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 Division Head.
- 34.6 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.
- 34.7 No paid leave shall be granted during a period of leave without pay.
- 34.8 An ongoing assignment may be made to the employee's role if:
- (a) 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 twelve (12) months; and
 - (b) the employee is advised of the agency's proposal to permanently backfill their assigned role; and
 - (c) the employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - (d) 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.
- 34.9 The role cannot be filled permanently unless the above criteria are satisfied.
- 34.10 The employee does not cease to be employed by Service NSW if their role is permanently backfilled.
- 34.11 Subclause 34.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 36.15 (a) (i) of clause 36, Parental Leave or to Military leave.

35. Military Leave

- 35.1 During the period of 12 months commencing on 1 July each year, the Division 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.
- 35.2 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.
- 35.3 Up to 24 working days military leave per financial year may be granted by the Division 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 35.1 of this clause.
- 35.4 The Division 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.
- 35.5 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 35.3 of this clause may be granted Military Leave Top Up Pay by the Division head.
- 35.6 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.
- 35.7 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.
- 35.8 At the expiration of military leave in accordance with subclause 35.3 or 35.4 of this clause, the employee shall furnish to the Division Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

36. Parental Leave

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

36.1 Maternity Leave (General)

- (a) Maternity leave is available to all female employees (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months), to enable them to take care of their new born child and retain their role and return to work within a reasonable period of time after they have given birth.
- (b) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (c) An employee who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify Service NSW of the termination and the date on which it occurred.
- (d) Where an employee is on other leave and her child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

36.2 Paid Maternity Leave

Ongoing and temporary employees who have completed not less than forty (40) weeks' continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- (a) up to fourteen (14) weeks, or
- (b) 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.

36.3 Unpaid Maternity Leave

- (a) Pregnant employees are entitled to maternity leave:
 - (i) on a full-time basis for a period of not more than nine (9) weeks prior to giving birth; and
 - (ii) for a further period ending not more than twelve (12) months after the date of giving birth.
- (b) Employees who have been granted maternity leave may, with the permission of Service NSW, take leave after the date of birth:
 - (i) full-time for a period not exceeding twelve (12) months; or
 - (ii) part-time for a period not exceeding two (2) years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two (2) years.
- (c) Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on maternity leave.

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

36.4 Adoption Leave (General)

- (a) Employees are entitled to adoption leave (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months) when they are to be the primary care giver of an adopted child.
- (b) 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.
- (c) Adoption leave may be granted as either paid or unpaid.

36.5 Paid Adoption Leave

Ongoing and temporary employees who have completed not less than forty (40) weeks' continuous service prior to the commencement of adoption leave are entitled to be paid at their ordinary rate of pay for:

- (a) up to fourteen (14) weeks, or
- (b) 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.

36.6 Unpaid Adoption Leave

- (a) Employees are entitled to adoption leave for:
 - (i) a maximum period of twelve (12) months where the child has not commenced school; or
 - (ii) a period as Service NSW determines, up to a maximum of twelve (12) months if the child has commenced school.
- (b) Employees who have been granted adoption leave may also, with the permission of Service NSW, take leave:
 - (i) part-time for a period not exceeding two (2) years; or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two (2) years.

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because the employee is or has been immediately absent on adoption leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.7 Other Parent Leave - General

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:

- (a) Short other parent leave - an unbroken period of up to eight (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;
- (b) Extended other parent leave - for a period not exceeding twelve (12) months, less any short other parental leave already taken by the staff member. 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.
- (c) Other Parent Leave is granted without pay, except as provided in clause 36.8 of this Award.

36.8 Paid Other Parental Leave

- (a) Ongoing and temporary employees who have completed not less than forty (40) weeks' continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (i) One (1) week on full pay, or
 - (ii) Two (2) weeks on half pay.
- (b) The period of paid leave does not extend the current entitlement of up to twelve (12) months leave but, is part of it.

36.9 Taking of Parental Leave

Employees who have been granted parental leave may, with the permission of Service NSW, also take leave:

- (a) part-time over a period not exceeding two (2) years; or

- (b) partly full-time and partly part-time over a proportionate period of up to two (2) years.

36.10 Casual Employees

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because the employee is or has been immediately absent on parental leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

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

- (a) at the fulltime rate if they began part time leave 40 weeks or less before starting parental leave;
- (b) 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;
- (c) 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.

36.12 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.

36.13 Except as provided in subclauses 36.2, 36.5 and 36.8 of this clause parental leave shall be granted without pay.

36.14 Communication During Maternity, Adoption and Other Parent Leave

- (a) Where an employee is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, Service NSW 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 role 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 role the employee held before commencing maternity, adoption or parental leave.
- (b) The employee shall take reasonable steps to inform Service NSW about any significant 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.
- (c) The employee shall also notify Service NSW of changes of address or other contact details which might affect Service NSW's capacity to comply with subclause (a) of this Part.

36.15 Rights of Request During Maternity, Adoption or Other Parent Leave

- (a) An employee entitled to maternity, adoption or other parent leave may request that Service NSW allow the employee:
- (i) To extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding twelve (12) months;
 - (ii) To return from a period of maternity, adoption or other parent leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (b) Service NSW 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 Service NSW business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- (c) The employee's request and Service NSW's decision is to be in writing.

The employee's request and Service NSW's decision made under subclause (a) of this Part must be recorded in writing.

Request to return to work part-time.

Where an employee wishes to make a request under paragraph (ii) of subclause (a) of this Part, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

36.16 Resumption of Duty After Maternity, Adoption or Other Parent Leave

Employees who return to work immediately after the expiration of maternity, adoption or other parent leave, are entitled to be placed in:

- (a) The role they held immediately prior to the taking of leave, if the role still exists; or
- (b) Another role for which they are qualified and meet the capability requirements for the role, subject to availability, if the role they held immediately prior to the taking of leave no longer exists.

37. Carer's Leave

General

- 37.1 Employees may be able to elect to use available paid sick leave, subject to the conditions specified in this clause, to provide care and support when a family member is ill.
- 37.2 Employees will be entitled to Carer's Leave when:
- (a) their entitlements to FACS Leave are exhausted; and
 - (b) they are responsible for the care and support of a category of person set in clause 37.8 of this clause.
- 37.3 Carer's leave is only available for employees to provide such care and support for people mentioned in clause 37.8 of this Part, where such a family member is ill.

Taking of Carer's Leave

- 37.4 Sick leave will initially be taken from the current year's entitlement, followed by the sick leave accumulated over the previous three (3) years.
- 37.5 In special circumstances, Service NSW may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 37.6 If required by Service NSW, employees must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

Categories of People for Which Carer's Leave can be obtained

- 37.8 Employees will be entitled to Carer's Leave to provide care and support of their ill:
- (a) spouse;
 - (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - (c) child or adult child (including an adopted child, stepchild, foster child or ex-nuptial child);
 - (d) parent (including a foster parent or legal guardian);
 - (e) grandparent or grandchild;
 - (f) sibling (including the sibling of a spouse or de facto spouse);
 - (g) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - (h) relative who is a member of the same household where, for the purposes of this definition -
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (j) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (k) 'household' means a family group living in the same domestic dwelling.

Other forms of leave and carer's responsibilities

- 37.9 An employee may elect, with the agreement of Service NSW, to take recreation leave, or other paid leave to credit, for the purpose of assisting with Carer's Responsibilities, at any time within a period of twenty-four (24) months from the date at which it falls due.

38. Extended Leave

- 38.1 Employees are entitled to extended leave in accordance with extended leave entitlements contained in Schedule 1 of the Government Sector Employment Regulation 2014.
- 38.2 Previous government service will be recognised by Service NSW in accordance with provisions of Schedule 2 of the Government Sector Employment Regulation 2014.
- 38.3 Nothing in paragraph 38.2 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.

39. Sick Leave

- 39.1 An Employee is entitled to take paid accrued sick leave in accordance with this clause.

- 39.2 Sick leave on full pay accrues day by day to an employee at the rate of fifteen (15) days per annum, and any such accrued leave, which is not taken, is cumulative. Employees working part time shall accrue Sick Leave on a pro rata basis, which will be determined on the average weekly hours worked.
- 39.3 During the first four (4) months of employment, an employee can access up to five (5) days paid sick leave even though that leave has not yet accrued.
- 39.4 Employees are required to provide medical certificates or other evidence when sick leave exceeds two (2) consecutive days.
- 39.5 Subject to any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take five (5) single days of total sick leave per annum as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.
- 39.6 Sick leave without pay shall count as service for the accrual of paid sick leave and recreation leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 39.7 All continuous service as an employee in the NSW Government Service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Service is not continuous, previous periods of Government Service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

Additional Special Sick Leave

- 39.8 An additional period of sick leave may be granted in accordance with provisions contained in clause 6-17.12.1 'Special Sick Leave' of the NSW Government Personnel Handbook.

40. Leave for Matters Arising from Domestic Violence

- 40.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 40.2 Leave entitlements provided for in clauses related to Sick Leave and Carer's Leave and FACS Leave, may be used by Employees experiencing Domestic Violence.
- 40.3 Where the leave entitlements referred to in paragraph (a) above are exhausted, Service NSW shall grant Special Leave of up to five (5) days per calendar year to this effect.
- 40.4 Service NSW 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.
- 40.5 Personal information concerning Domestic Violence will be kept confidential by Service NSW.
- 40.6 Service NSW, where appropriate, may facilitate alternative working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

41. Purchased Leave

- 41.1 An employee may apply to enter into a Purchased Leave Agreement with Service NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a twelve-month (12) month period.
- 41.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 41.3 The leave must be taken in the twelve-month (12) month period specified in the Purchased Leave Agreement and will not attract any leave loading.

- 41.4 The leave will count as service for all purposes.
- 41.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay for the twelve-month (12) period of the Purchased Leave Agreement.
- 41.6 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 twelve-month (12) period.
- 41.7 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 twelve-month (12) Purchased Leave Agreement period.
 - (b) All other leave taken during the twelve-month (12) Purchased Leave Agreement period i.e. including sick leave, recreation 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.
 - (e) Overtime and salary related allowances not paid during periods of recreation 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.
 - (g) Specific conditions governing purchased leave may be amended from time to time by the Division Head in consultation with the Association.
 - (h) Service NSW may make adjustments relating to their salary administration arrangements.

42. Observance of Essential Religious or Cultural Obligations

- 42.1 Provided adequate notice as to the need for the leave is given by the employee to Service NSW 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,
- may be granted recreation or extended leave to credit, or leave without pay, to observe their obligations.
- 42.2 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 Service NSW, subject to:
- (a) Adequate notice being given by the employee;
 - (b) Prior approval being obtained by the employee; and
 - (c) The time off being made up in the manner approved by Service NSW.

43. Lactation Breaks

- 43.1 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.
- 43.2 A full time employee or a part time employee working more than four (4) hours per day is entitled to a maximum of two (2) paid lactation breaks of up to thirty (30) minutes each per day.
- 43.3 A part time employee working four (4) hours or less per day is entitled to only one paid lactation break of up to thirty (30) minutes on any day so worked
- 43.4 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.
- 43.5 Service NSW 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.
- 43.6 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.
- 43.7 The manager and the employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- 43.8 Whether the employee is required to work at a site that is not operated or controlled by Service NSW;
- (a) whether the employee is regularly required to travel in the course of performing their duties;
 - (b) whether the employee performs field-based work where access to the facilities in subclause 43.5 are not available or cannot reasonably be made available; and
 - (c) the effect that the arrangements will have on the employee's lactating needs.
- 43.9 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 43.10; and
 - (c) must be at a time that is mutually convenient to both the employee and Service NSW.
- 43.10 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 39 - Sick Leave of this Award, or access to local flexible arrangements where applicable.

SECTION 6 - TRAINING AND PROFESSIONAL DEVELOPMENT

44. Study Assistance

- 44.1 Eligible 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 Service NSW Study Time and Examination Leave Fact Sheet, as amended from time to time.

SECTION 7 - MISCELLANEOUS

45. Grievance and Dispute Settling Procedures

- 45.1 This Award recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and their supervisors.
- 45.2 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 Service NSW, if required.
- 45.3 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.
- 45.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate supervisor or manager, the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- 45.5 The immediate supervisor, manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, following the matter being brought to their attention.
- 45.6 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 should respond as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- 45.7 If the matter remains unresolved, the Division 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.
- 45.8 An employee, at any stage, may request to be represented by the Association.
- 45.9 The employee or the Association on their behalf or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 45.10 Whilst the procedures outlined in subclauses 45.1 to 45.9 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 occupational 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.

46. Anti-Discrimination

- 46.1 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.

- 46.2 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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 46.3 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.
- 46.4 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.
- 46.5 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.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

47. Secure Employment

47.1 Work Health and Safety

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.
- 47.2 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.
- 47.3 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 & Safety Act 2011* and Regulations 2011 or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 47.4 Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 47.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

48. No Extra Claims

- 48.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

SCHEDULE A - SERVICE NSW SALARIES

SNSW Salary Scale Grades	1.7.20 Per annum \$	1.7.21 Per annum \$
Grade 1		
Year 1	40,549	41,376
Year 2	44,475	45,382
Year 3	50,845	51,882
Grade 2		
Year 1	53,624	54,718
Year 2	56,059	57,203
Year 3	58,144	59,330
Grade 3		
Year 1	61,739	62,998
Year 2	64,630	65,948
Year 3	67,642	69,022
Grade 4		
Year 1	69,704	71,126
Year 2	72,440	73,918
Year 3	75,289	76,825
Grade 5		
Year 1	77,876	79,465
Year 2	80,393	82,033
Year 3	81,842	83,512

Year 1	83,639	85,345
Year 2	86,179	87,937
Year 3	88,997	90,813
Year 1	90,933	92,788
Year 2	94,143	96,064
Year 3	95,969	97,927
Year 1	99,906	101,944
Year 2	103,962	106,083
Year 3	107,209	109,396
Year 1	112,141	114,429
Year 2	115,362	117,715
Year 3	120,555	123,014
Year 1	123,599	126,120
Year 2	128,473	131,094
Year 3	135,071	137,826
Year 1	139,246	142,087
Year 2	145,306	148,270
Year 3	148,578	151,609
Year 1	157,272	160,480
Year 2	161,863	165,165
Year 3	167,518	170,935

SCHEDULE B - SERVICE NSW RATES AND ALLOWANCES

The following rates and allowance amounts for Service NSW are effective from 1 July 2021. These will be adjusted in accordance with NSW Department of Premier and Cabinet Circular - Meal, Travelling and Other Allowances, as amended on an annual basis.

Meal and travelling allowances listed in Items 1, 2, 3, 4 and 5 have been adjusted from 1 July 2020 in line with DPC Circular 21-03. Work related allowances in Items 6, 7 and 8 are increased by 2.5 per cent on and from the first full pay period on or after 1 July 2020 and 2.04 per cent on and from the first full pay period on or after 1 July 2021, being the same increase as applied to salaries under the Service NSW (Salaries and Conditions) Employees Award 2021.

Item No.	Clause No.	Description	Amount
1	19.4(b)	Meal expenses on one day journeys	Per day
		Capital cities and high cost country centres	
		Breakfast (no overnight stay)	\$28.70
		Lunch (no overnight stay)	\$32.30
		Dinner (no overnight stay)	\$55.05
		Tier 2 and other country centres	
		Breakfast (no overnight stay)	\$25.75
		Lunch (no overnight stay)	\$29.35
		Dinner (no overnight stay)	\$50.65
2	19.4(a)	Travelling allowances	
		Capital cities	Per day
		Adelaide	\$293.45
		Brisbane	\$311.45

		Canberra	\$304.45
		Darwin	\$356.45
		Hobart	\$283.45
		Melbourne	\$309.45
		Perth	\$316.45
		Sydney	\$324.45
		High cost country centres (NSW)	Per day
		Bathurst	\$271.45
		Bega	\$281.45
		Bourke	\$301.45
		Broken Hill	\$280.45
		Coffs Harbour	\$276.45
		Gosford	\$276.45
		Maitland	\$288.45
		Mudgee	\$286.45
		Muswellbrook	\$284.45
		Newcastle	\$310.45
		Norfolk Island	\$326.45
		Queanbeyan	\$275.45
		Orange	\$291.45
		Port Macquarie	\$297.45
		Wagga Wagga	\$280.45
		Wollongong	\$291.45

Item No.	Clause No.	Description	Amount
		Tier 2 country centres (NSW)	Per day
		Albury	\$260.15
		Armidale	\$260.15
		Cooma	\$260.15
		Dubbo	\$260.15
		Goulburn	\$260.15
		Griffith	\$260.15
		Gunnedah	\$260.15
		Lismore	\$260.15
		Nowra	\$260.15
		Tamworth	\$260.15
		Tumut	\$260.15
		All Other country centres (NSW)	\$240.15
3	19	Incidental expenses when claiming actual expenses - all locations	\$20.40
		Daily allowance payable after 35 days and up to 6 months In the same location - all locations	50% of the appropriate location rate
4	17.11	Overtime meal allowances	
		Breakfast	\$31.95
		Lunch	\$31.95
		Dinner	\$31.95
		Supper	\$11.80

Item No.	Clause No.	Description	Amount 1.7.2021
5	22	Remote areas allowance	Per annum
		With dependants	
		- Grade A	\$2,156 pa
		- Grade B	\$2,860 pa
		- Grade C	\$3,819 pa

		Without dependants	
		- Grade A	\$1,505 pa
		- Grade B	\$2,005 pa
		- Grade C	\$2,675 pa
6		Community language allowance scheme	
		- Base Level Rate	\$1,482
		- Higher Level Rate	\$2,229
7		First aid allowance	
		- Holders of basic qualifications	\$955 pa
		- Holders of current occupational first aid certificate	\$1,434 pa
8		On-call (stand-by) and on-call allowance	\$1.03 per hour

N. CONSTANT, *Chief Commissioner*

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(1933)

SERIAL C9268

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 199898 of 2021)

Before Commissioner Murphy

16 July 2021

VARIATION

1. Delete Schedule A of the Local Government (COVID-19) Splinter (Interim) Award 2021 published 16 July 2021 (389 I.G. 545) and any variations thereof, and insert in lieu thereof the following:

Schedule A-Employers covered by this Award

- A.1 The employers listed in Table 1 below are the employers covered by this Award, as provided by clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 14.4 of the Award operates on and from 8 April 2021.
- A.3 For employers listed in Column B of Table 1, subclause 14.4 of the Award operates on and from 28 April 2021.
- A.4 For employers listed in Column C of Table 1, subclause 14.4 of the Award operates on and from 26 May 2021.
- A.5 For employers listed in Column D of Table 1, subclause 14.4 of the Award operates on and from 6 July 2021.

Table 1 - Employers covered by the Award, and operative date of subclause 14.4

Column A (Subclause 14.4 Operates on and from 8 April 2021)	Column B (Subclause 14.4 operates on and from 28 April 2021)	Column C (Subclause 14.4 operates on and from 26 May 2021)	Column D (Subclause 14.4 operates on and from 6 July 2021)
Armidale Regional Council	Albury City Council	Burwood Council	Canada Bay City Council
Ballina Shire Council	Bellingen Shire Council	City of Parramatta Council	Carrathool Shire Council
Bathurst Regional Council	Bland Shire Council	City of Sydney Council	Fairfield City Council
Bega Valley Shire Council	Central Darling Shire Council	Cootamundra-Gundagai Regional Council	Glenn Innes Severn Council
Berrigan Shire Council	City of Ryde Council	Goldenfields Water County Council	Gwydir Shire Council
Blacktown City Council	Gilgandra Shire Council	Sutherland Shire Council	Liverpool Plains Shire Council
Blue Mountains City Council	Lachlan Shire Council	Upper Hunter Shire Council	Mosman City Council
Bogan Shire Council	Leeton Shire Council		Nambucca Shire Council
Bourke Shire Council	Lismore City Council		
Brewarrina Shire Council	Murrumbidgee Council		

Byron Shire Council	Orange City Council		
Cabonne Council	Parkes Shire Council		
Camden Council	Penrith City Council		
Campbelltown City Council	Port Macquarie Hastings Council		
Canterbury Bankstown Council	Snowy Monaro Regional Council		
Central Coast Council	Sutherland Shire Council		
Cessnock City Council	Tenterfield Shire Council		
City of Lithgow Council	Wingecarribee Shire Council		
Clarence Valley Council			
Cobar Shire Council			
Coffs Harbour City Council			
Coonamble Shire Council			
Cowra Shire Council			
Cumberland City Council			
Dubbo Regional Council			
Dungog Shire Council			
Edward River Council			
Federation Council			
Greater Hume Shire Council			
Griffith City Council			
Gunnedah Shire Council			
Hawkesbury City Council			
Hay Shire Council			
Hilltops Council			
Hornsby Shire Council			
Kempsey Shire Council			
Ku-ring-gai Council			
Lane Cove Municipal Council			
Liverpool City Council			
Lockhart Shire Council			
Mid-Coast Council			
Mid-Western Regional Council			
Moree Plains Shire Council			
Muswellbrook Shire Council			
Narrabri Shire Council			
Narrandera Shire Council			
Narromine Shire Council			
Newcastle City Council			
North Sydney Council			
Oberon Council			
Port Stephens Council			
Queanbeyan-Palerang Regional Council			
Randwick City Council			
Riverina Water County Council			
Rous County Council			
Shellharbour City Council			

Shoalhaven City Council			
Singleton Council			
Snowy Valleys Council			
Tamworth Regional Council			
Temora Shire Council			
The Council of the Municipality of Hunters Hill			
The Council of the Municipality of Kiama			
The Hills Shire Council			
Tweed Shire Council			
Uralla Shire Council			
Wagga Wagga City Council			
Walcha Council			
Walgett Shire Council			
Warren Shire Council			
Warrumbungle Shire Council			
Wentworth Shire Council			
Willoughby City Council			
Wollondilly Shire Council			
Woollahra Municipal Council			
Yass Valley Council			

2. This variation shall take effect on and from 6 July 2021.

J. V. MURPHY, Commissioner.

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(008)

SERIAL C9278

PARAMEDICS AND CONTROL CENTRE OFFICERS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Paramedics Association (NSW), Industrial Organisation of Employees.

(Case No. 160506 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

22 July 2021

VARIATION

1. Delete subclause (a) of clause 11, Wages, of the award published 20 March 2020 (387 I.G. 125) and insert in lieu thereof the following:

(a)

(i) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1 and 1A and 1B - Wages Section 8 - Monetary Rates.

(ii) Eligible employees shall be paid a one-off payment, the maximum of which is set out in Table 1A and 1B - Wages of Section 8 - Monetary Rates on or before 28 July 2021. Eligible employees shall be full-time, part-time, temporary and casual employees who were employed under this Award as at 1 July 2020. The payment shall be calculated as follows:

- Full-time employees shall receive the maximum payment outlined in Table 1A.
- The payment must be made to those working a part-time work arrangement and casual employees in the same proportion as their actual hours of work bear to full-time hours.
- An employee working a part-time work arrangement will have their hours of work calculated on their average ordinary hours in the period 11 April 2020 to 3 July 2020.
- A casual employee will have their hours of work calculated on their average hours worked in each week in the period 11 April 2020 to 3 July 2020.

2. Delete Section 8 - Monetary Rates, and insert in lieu thereof the following:

SECTION 8 - MONETARY RATES

Table 1A - Wages

Classification	Rates from first full pay period on or after (ffppoa) 01/07/2019 2.5% \$ per week	Rates from first full pay period on or after (ffppoa) 01/07/2020 0.3% \$ per week	Maximum one-off payment for eligible staff payable from first full pay period on or after (ffppoa) 31/05/2021
Patient Transport Officer			
Year 1	1,018.09	1,021.14	N/A

Year 2	1,063.42	1,066.61	N/A
Trainee Paramedic			
One Salary Rate	1,217.68	1,221.33	809.55
Paramedic Intern			
Year 1	1,252.23	1,255.99	803.81
Year 2	1,276.20	1,280.03	800.16
Paramedic			
Year 1	1,358.16	1,362.23	787.64
Year 2	1,456.28	1,460.65	771.98
Paramedic Specialist			
Year 1	1,565.32	1,570.02	754.76
Year 2	1,608.40	1,613.23	747.98
Year 3	1,656.72	1,661.69	740.67
Critical Care Paramedic (Aeromedical)			
Year 1	1,751.60	1,756.85	726.06
Year 2	1,796.98	1,802.37	718.76
Critical Care Paramedic (Aeromedical) Team Leader			
One Salary Rate	1,886.81	1,892.47	704.67
Team Leader			
One Salary Rate	1,739.62	1,744.84	727.62
Station Manager			
One Salary Rate	1,806.02	1,811.44	717.19
District Manager			
One Salary Rate	1,872.21	1,877.83	706.76
Clinical Training Officer			
One Salary Rate	1,872.21	1,877.83	706.76
Clinical/Paramedic Educator			
Year 1	2,278.70	2,285.54	643.10
Year 2	2,433.26	2,440.56	619.10

Table 1B - Control Centre Staff - Wages

Classification	Rates from first full pay period on or after (ffppoa) 01/07/2019 2.5% \$ per week	Rates from first full pay period on or after (ffppoa) 01/07/2020 0.3% \$ per week	Maximum one-off payment for eligible staff payable from first full pay period on or after (ffppoa) 31/05/2021
Ambulance Control Centre - Non Paramedic			
Trainee	1,260.64	1,264.42	802.76
Year 1	1,296.37	1,300.26	797.02
Year 2	1,321.26	1,325.22	793.38
Ambulance Control Centre Paramedic			
Year 1	1,405.63	1,409.85	779.80
Year 2	1,507.64	1,512.16	764.15
Ambulance Control Centre Paramedic Specialist			
Year 1	1,543.37	1,548.00	758.41
Year 2	1,595.90	1,600.69	750.06
Year 3	1,645.59	1,650.53	742.23
Duty Control Centre Officer - Non-Paramedic			
One Salary Rate	1,809.49	1,814.92	716.67
Duty Control Centre Officer - Paramedic			
One Salary Rate	1,859.61	1,865.19	708.84

Senior Control Centre Officer			
One Salary Rate	1,912.23	1,917.97	700.50
Aeromedical Control Centre Officer			
One Salary Rate	1,901.62	1,907.32	702.58

Table 2A - Allowances

Item No	Clause	Allowance Description	Rates from first full pay period on or after 01/07/2019 2.5% \$	Rates from first full pay period on or after 01/07/2020 0.3% \$
1	5	Specialist Allowance (per week)	48.80	48.90
2	5	Rescue (Standby) Allowance (per week)	16.80	16.90
3	23	On Call Allowance (AO) (per 24 hours)	23.60	23.70
4	23	On Call Allowance (AO) (per week)	94.70	95.00
5	5	Ambulance Studies Certificate Allowance (current recipients only) (per week)	28.60	28.70
6	13	Climatic and Isolation Allowance (a) - ** (per week)	4.70	4.80
7	13	Climatic and Isolation Allowance (b) - ** (per week)	9.40	9.60
8	15	Travelling Meal Allowance ** (each)	31.25	31.95
9	15	Meal Away from Station ** (each)	31.25	31.95
10	15(c)(ii)	Crib Away from Station ** (each)	15.63	15.98
11	24	Overtime Meal Allowance ** (each)	31.25	31.95
13	37	Laundry Allowance ** (per week)	13.50	13.80

** This is not subject to Award wages increases.

Table 2B - Additional Allowances

Uniformed Control Centres Staff

Item No	Clause	Allowance Description	Rates from first full pay period on or after 01/07/2019 2.5% \$	Rates from first full pay period on or after 01/07/2020 0.3% \$
1	5	Control Centre (Standby) (per week)	25.20	25.30
2	5	Control Centre Allowance (per week) (This Allowance is only applicable to Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers. Such an allowance is cumulative on other allowances paid to the employee at the time).	99.90	100.20
3	5	Duty Control Centre Officer Air Ambulance (per week) (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998)	15.80	15.80

Table 2C - Living Away From Home Allowance

Clause	Allowance Description	Rates from first full pay period on or after 01/07/2019 2.5% \$	Rates from first full pay period on or after 01/07/2020 0.3% \$
16	Living Away From Home Tier 1 * (per day)	133.75	136.45
16	Living Away From Home Tier 2 * (per day)	123.60	126.15

* This is not subject to Award wages increases.

3. This variation shall take effect from 1 July 2020.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

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TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2020-2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 164109 of 2020)

Before Chief Commissioner Constant

25 June 2021

VARIATION

1. Delete the title of the award published 2 November 2018 (383 I.G. 621) and insert in lieu thereof the following:

TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2020-2021

2. Delete subclause 5.1 of clause 5, Area, Incidence and Duration, and insert in lieu thereof the following:
 - 5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2020 and will remain in force until 30 June 2021 and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award 2018-2020.
3. Delete subclause 6.1 of clause 6, No Extra Claims and insert in lieu thereof the following:
 - 6.1 The parties agree that, prior to 30 June 2020, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
4. Delete subclause 17.1 of clause 17, Wage Increases and Wage Rates, and insert in lieu thereof the following:
 - 17.1 Employees are awarded an increase in remuneration or other conditions of employment of 0.3 per cent payable from the first full pay period on or after 1 July 2020 and applicable annual increases thereafter.
5. Delete subclause 17.5 of clause 17 and in lieu thereof the following:
 - 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 2020, will only be paid to those employees who are employed at the date of the making of the Award.

6. Delete Schedules 1 and 2, and insert in lieu thereof the following:

SCHEDULE 1

Wage Rate (Weekly)

Classification	Weekly 8 July 2019 \$	Weekly 13 July 2020 \$
Apprentice		
Apprentice - 1st year	497.64	499.13
Apprentice - 2nd year	649.45	651.40
Apprentice - 3rd year	827.06	829.54
Apprentice - 4th year	951.63	954.48
TZ Labourer/Driver/Operator		
Grade 1	1037.26	1040.37
Grade 2	1090.99	1094.26
Grade 3	1112.30	1115.64
TZ Labourer/Driver/Operator (Leading Hand)	1154.75	1158.21
TWPZ Labourer		
Grade 1	1053.32	1056.48
Grade 2	1130.11	1133.50
Grade 3	1151.93	1155.39
Grade 4	1168.52	1172.03
TWPZ Labourer (Leading Hand)	1229.90	1233.59
Water Systems Operator	1208.39	1212.02
Water Systems Operator (Leading Hand)	1238.36	1242.08
TZ Tradesperson		
Grade 1	1120.92	1124.28
Grade 2	1142.59	1146.02
TZ Tradesperson (Leading Hand)	1195.79	1199.38
TZ Tradesperson - Plumber		
Grade 1	1132.12	1135.52
Grade 2	1154.45	1157.91
TZ Tradesperson - Plumber (Leading Hand)	1207.68	1211.30
Tradesperson - Electrician		
Grade 1	1193.95	1197.53
Grade 2	1217.21	1220.86
Tradesperson - Electrician (Leading Hand)	1270.44	1274.25
TWPZ Tradesperson	1177.92	1181.45
TWPZ Tradesperson (Leading Hand)	1231.30	1234.99
TWPZ Tradesperson - Plumber	1188.71	1192.28
TWPZ Tradesperson - Plumber (Leading Hand)	1243.19	1246.92
Senior Tradesperson/Technician/Specialist		
Grade 1	1309.15	1313.08
Grade 2	1444.67	1449.00
Works and Trades Supervisor		
Grade 1	1489.01	1493.48
Grade 2	1605.28	1610.10
Grade 3	1655.95	1660.92
Sky Safari Attendant		
Grade 1	850.46	853.01
Grade 2	883.84	886.49
Sky Safari Operator	950.18	953.03
Senior Sky Safari Operator	1080.01	1083.25

TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	868.23	870.83
Grade 2	969.01	971.92
Grade 3	1025.40	1028.48
Cleaner (Leading Hand)	1069.92	1073.13
Cleaning Supervisor	1115.00	1118.35
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	868.23	870.83
Grade 2	969.01	971.92
Grade 3	1000.01	1003.01
Cleaner (Leading Hand)	1044.54	1047.67
Cleaning Supervisor	1089.63	1092.90
TWPZ Guest Experience Attendant		
Under 16 years	510.85	512.38
16 years	596.01	597.80
17 years	681.14	683.18
18 years and over	766.28	768.58
Junior Guest Experience Officers		
Under 16 years	567.01	568.71
16 years	661.49	663.47
17 years	755.97	758.24
Guest Experience Officer	850.46	853.01
Senior Guest Experience Officer	883.84	886.49
Guest Experience Coordinator	1050.88	1054.03
Gatekeeper	959.37	962.25
Security Officer		
Grade 1	959.37	962.25
Grade 2	990.39	993.36
Senior Security Officer	1024.47	1027.54
Assistant Security Manager	1080.01	1083.25
Security Manager		
Year 1	1603.59	1608.40
Year 2	1741.25	1746.47
Year 3	1878.90	1884.54

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	Per week 2019 \$	Per week 2020 \$
Carpenter	32.75	33.32
Electrician Tool Allowance	20.44	20.80
Motor Mechanic	32.75	33.32
Painter	7.87	8.01
Plasterer	26.99	27.46
Plumber	32.75	33.32
Welder (First Class)	32.75	33.32
The following allowances will apply from the first full pay period on or after 1 July 2020 and will be increased in line with the increases to the wage rates contained in the Award		

Licence Allowance (Payable once approved by NSW Fair Trading) Plumber, Gasfitter and Drainer when required to act on:	Per hour \$	Per Hour \$
- Plumber licence	1.31	1.32
- Gasfitter licence	1.31	1.32
- Drainer licence	1.12	1.12
- Plumber and gasfitter licence	1.76	1.77
- Plumber and drainer licence	1.76	1.77
- Gasfitter and drainer licence	1.76	1.77
- Plumber, gasfitter and drainer licence	2.43	2.44
Electricians Licence	50.68 per week	50.83 per week
Plumber Tradesperson Certificate Allowance (Payable once approved by Service NSW)	1.00 per week	1.01 per week
Chokage Allowance	9.58 per day	9.61 per day
Fouled Equipment Allowance	9.58 per day	9.61 per day
Senior First Aid Allowance	17.49 per week	17.54 per week
Occupational First Aid Allowance	26.31 per week	26.39 per week
The following allowances will apply from the first full pay period on or after 1 July 2020 and will not be varied during the life of the Award		
Labourer/Driver/Operator Travel Allowance	10.20 per week	10.20 per week
TWPZ Disability Allowance	15.50 per week	15.50 per week
Insurance of Tools	1495.00	1495.00
The following allowance will apply from the first full pay period on or after 1 July 2020 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	DPC Circular	DPC Circular
On Call (Standby Allowance)	1.00 per hour	1.00 per hour
The following allowance will apply from the first full pay period on or after 1 July 2020 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	5.00 per week	5.10 per week
Bus Allowance - TWPZ only	5.55 per shift	5.65 per shift
Overnight Allowance	34.40 per overnight shift	35.10 per overnight shift

7. This variation shall take effect from the first full pay period to commence on or after 1 July 2020.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 126604 of 2021)

Before Commissioner Sloan

22 July 2021

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Motels, Accommodation and Resorts, &c. (State) Award published 24 January 2020 (386 I.G. 222) as varied, be rescinded on and from 22 July 2021.

D. SLOAN, *Commissioner*

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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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