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INDUSTRIAL GAZETTE

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CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL STAFF) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 263 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

REVIEWED AWARD

1. Delete clause 2, "Definitions" of the award published 27 January 2012 (372 I.G. 32) and insert in lieu thereof the following:

2. Definitions

"Union" means the HSUeast.

"Service", for the purpose of this award, means service before and/or after the commencement of this award in one or more hospitals or agencies or in other institutions approved from time to time by agreement between the parties to this award. It shall include service in the same discipline in the Australian Armed Forces and service within the public health system as defined in the Health Services Act 1997, or in any other hospital or agency in the Commonwealth of Australia.

"Agency" means a body or organisation registered or granted exemption from registration under the Charitable Fundraising Act 1991 (see Division 4, clause 25, of the said Act) and shall exclude any agency to which any of the provisions of the Private Health Facilities Act 2007 have been applied.

"Officer" shall mean an employee appointed to a position within the ambit of this award, provided that such employee holds a degree or certificate requiring at least two years' full-time or three years' part-time post-Higher School Certificate level study at an institution reasonably and properly deemed as such by an employer, and provided further that the employee is reasonably and properly deemed to be an officer within this definition.

2.1 Scientific Officers -

- (a) "Trainee Scientific Officer" means an officer appointed as such who is undertaking a part-time degree course in science and who is engaged on work related to the profession for which he/she is qualifying.
- (b) "Scientific Officer" means an officer appointed as such who has obtained a degree in science from an approved university requiring a minimum of three years' full-time study or such other qualifications deemed by the Ministry of Health, to be the equivalent thereof.
- (c) "Senior Scientific Officer" means an officer appointed as such who is engaged in scientific work who holds a post-graduate degree in science at a university or such other qualifications deemed by the Ministry of Health, to be appropriate.
- (d) "Principal Scientific Officer" means an officer appointed as such who is engaged in scientific work and holds a post-graduate degree in science at least equivalent to the degree of Master of Science of an approved university or such other qualifications deemed by the Ministry of Health, to be appropriate and who has had not less than ten years' post-graduate experience in an appropriate scientific field.

- 2.2 "Medical Record Administrator" means a person employed in the industry record librarianship in agencies who has qualifications acceptable to the Health Information Management Association of Australia or such other qualifications deemed to be equivalent.
- 2.3 "Nurse Counsellor" means an officer appointed as such who possesses an appropriate degree of a recognised university or other qualifications deemed equivalent by the employer.
- 2.4 "Dentist" means an officer who has obtained a degree in dental surgery at a recognised university or such other qualification as may be agreed upon by the parties to this award. Registration with the Dental Board of Australia is essential.
- 2.5 "Dental Chairside Assistant" shall mean and shall include all persons employed to assist Dental Officers and Senior Dentists at the chairside.
- 2.6 "Dietitian" means a person employed in the industry of dietetics in hospitals or agencies who has qualifications acceptable to the Dietitians Association of Australia and who is eligible for full membership of the said Association.

"Industry of Dietetics" means the industry of persons engaged in New South Wales in the profession of dietetics in an agency.

"Institute" means the Dietitians Association of Australia.

2.7 Therapists, Physiotherapists, Occupational Therapists, Speech Therapists, Music Therapists -

(a) "Therapist" shall mean and shall include:

- (1) "Physiotherapist" means an officer holding qualifications recognised for registration with the Physiotherapy Board of Australia.

Must hold general registration with the Physiotherapy Board of Australia.

- (2) "Occupational Therapist" means an officer holding qualifications recognised for registration with the Occupational Therapy Board of Australia.

From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.

- (3) "Speech Therapist" means an officer employed in the industry of speech therapy who has qualifications acceptable to the NSW Branch of Speech Pathology Australia.

- (4) "Music Therapist" means an officer employed in the industry of music therapy.

- (5) An officer performing such other activities as may be conveniently related to the use of therapeutic method for the purpose of curing or alleviating any abnormal condition of the human mind or body and that may emerge as a professional discipline in the future.

(b) "Senior Assistant" means a speech therapist with not less than three years' experience who is appointed as such in an agency where five or more speech therapists are employed. There shall be only one senior assistant employed at any one location.

(c) "Day Worker" means an officer who works his/her ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

(d) "Shift Worker" means an officer who is not a day worker as defined.

- 2.8 "Audiologist" means a person appointed as such who possesses an appropriate degree of a recognised university or college of advanced education with appropriate training in audiology.

- 2.9 "Degree with Honours" means a degree with honours awarded by a recognised university where the subject in respect of which the honours is awarded is appropriate to the classification and duties undertaken by the officer concerned.
- 2.10 "Psychologist" means a person appointed as such who possesses an appropriate degree of a recognised university or college of advanced education and is registered with the Psychology Board of Australia.
- 2.11 "Clinical Psychologist" means a person appointed as such who possesses an appropriate masters degree of a recognised university, recognised by the Australian Psychological Society and is registered with the Psychology Board of Australia.

2. Delete paragraph (f) of subclause 3.1 of clause 3, Salaries, and insert in lieu thereof the following:

(f) Grading Officers -

(1) Grades - Every officer, other than trainee scientific officers, shall be classified in one of the grades of scientific officer, senior scientific officer, or principal scientific officer, as provided for hereunder.

(2) Years of Scale -

(i) Within each grade officers employed by any hospital shall, at all times, be classified not lower than the year of scale corresponding to the minimum prescribed hereunder for their respective qualifications and/or duties advanced by -

(A) at least one year of scale for each completed year of service in grade and hospital; and

(B) at least one further year of scale for each completed year of service in the same branch of science in that grade in any other hospital or hospitals.

(ii) In determining an officer's classification, due allowance also shall be made for any other post-graduate experience.

(iii) For the purpose of this subclause, service at any time prior to the commencement of this award shall be deemed to be service in the grade in which the qualifications and/or duties of an officer would have required him/her to be classified had the award been in force at that time.

(3) Scientific Officer - Officers who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder, shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subparagraph (2) of this paragraph:

Bachelor's degree (three-year course), diploma with no experience, junior of the Royal Australian Chemical Institute or graduate of the Australian Institute of Physics - 1st year;

Bachelor's degree with honours (four-year course) - 2nd year;

Bachelor's degree with honours (four-year course), diploma or Bachelor's degree with at least two years' experience concurrent with or after last two years of course provided that at least one year has been after 21st birthday), associate of the Royal Australian Chemical Institute, or associate of the Royal Institute of Chemistry (UK) - 3rd year;

Master's degree - 4th year;

Associate of the Institute of Physics - 6th year;

Associate of the Australian Institute of Physics (UK) - 6th year;

Degree of Doctor of Philosophy - 6th year;

provided that such degree with honours or such Master's degree has been obtained in subjects relevant to the branch of science in which the officer is engaged.

- (4) Credentials Committee - A committee, as set up by the Hospital Scientist (State) Award published 24 April 2009 (367 I.G. 1191), consisting of two representatives of the Ministry of Health, and two representatives of the Union, shall be constituted to consider and recommend to the employer, upon application by the Union or the employing hospital:
- (i) the appointment of a new employee as senior scientific officer or principal scientific officer;
 - (ii) the promotion of an employee from scientific officer to senior scientific officer;
 - (iii) the promotion of an employee from senior scientific officer to principal scientific officer.

3. Delete subclause 3.6 of the said clause 3 , and insert in lieu thereof the following:

3.6 Dietitians -

- (a) As set out in the said Table 1. Promotion from the General Scale to Grade 1 shall be subject to completion of 12 months' service on the maximum rate of the general scale and agreement from the agency that the quality of the officer concerned and the skills and responsibilities exercised by the officer in the performance of his or her duties are such as to warrant promotion.
- (b) Grading Officers - A committee consisting of two representatives of the Ministry of Health, and two representatives of the Union shall be constituted to consider and recommend to the employer, upon application by the Union or agency:
- (1) the grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and
 - (2) the date of the effect of the grading recommended.

Provided that -

- (i) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the committee;
- (ii) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.

4. Delete subclause 16.3 of clause 16, Public Holidays, and insert in lieu thereof the following:

16.3 For the purpose of this clause, the following shall be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, August Bank Holiday or any holiday proclaimed in lieu thereof, together with any other day observed as a public holiday within the area in which the agency is situated. Provided that, by agreement between an employer and employee, the August Bank Holiday may be taken on another day.

5. Delete subclause 19.7 of clause 19, Personal/Carer's Leave and renumber subsequent clauses accordingly.
6. Delete subclause 20.6 of clause 20, Bereavement Leave and renumber subsequent clauses accordingly.
7. Delete clause 35, Area, Incidence and Duration, and insert in lieu thereof the following:

35. Area, Incidence and Duration

- 35.1 This award was made following a review under section 19 of the Industrial Relations Act 1996.
- 35.2 This award rescinds and replaces the Charitable Institutions (Professional Paramedical Staff) (State) Award published 7 July 2000 (316 IG 1240), and all variations thereof.
- 35.3 This award shall apply to all employees as defined herein.
- 35.4 This award shall take effect from the first pay period on or after 13 June 2001 and shall remain in force thereafter for a period of 24 months.
- 35.5 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 NSW on 28 April 1999 (310 I.G. 359) take effect on 12 April 2012.
- 35.6 This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

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CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 264 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

REVIEWED AWARD

1. Delete clause 1, Arrangement, of the award published 27 January 2012 (372 I.G. 62) and insert in lieu thereof the following:-

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Employment Classifications
5.	Wages
6.	Remuneration Packaging
7.	Hours
8.	Roster of Hours
9.	Meals
10.	Overtime
11.	Permanent Part-time Employee
12.	Casual Employee
13.	Temporary Employment
14.	Climatic and Isolation Allowances
15.	Penalty Rates and Shift Allowances
16.	Live-in Housekeeper-Remuneration
17.	Allowances for Special Working Conditions
18.	Public Holidays
19.	Annual Leave
20.	Annual Leave Loading
21.	Long Service Leave
22.	Sick Leave
23.	Personal/Carer's Leave
24.	Compassionate Leave
25.	Leave Without Pay
26.	Payment and Particulars of Wages
27.	Service Allowance
28.	Leading Hands
29.	Higher Duties
30.	Uniforms and Protective Clothing
31.	Sleepovers
32.	Live-in
33.	Grievance and Dispute Resolution Procedures
34.	Attendance at Meetings
35.	Labour Flexibility & Mixed Functions
36.	Promotions and Appointments

- 37. Emergency Telephone Calls
- 38. Parental Leave
- 39. Repatriation Leave
- 40. Union Representative
- 41. Apprentices
- 42. Redundancy
- 43. Termination of Employment
- 44. Notice Board
- 45. Accommodation and Amenities
- 46. Inspection of Lockers
- 47. Consultative Arrangements
- 48. Training
- 49. Leave reserved
- 50. Exemptions
- 51. Reasonable Hours
- 52. Secure Employment
- 53. Area, Incidence and Duration

PART B

- Table 1 - Monetary Rates
- Table 2 - Other Rates and allowances
- Table 3 - Translation Table

2. Delete the definition "Union" in clause 2, "Definitions" and insert in lieu thereof the following:

"Union" - means HSUeast.

3. Delete paragraph (e) of subclause (i) of clause 4, Employment Classifications, and insert in lieu thereof the following

(e) Grade 4

Level One

An employee who holds a Certificate IV in Aged Care Work (CHC40108) or other appropriate Qualification/Experience acceptable to the employer and is required to act on it, and

is designated by the employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and

is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the employer.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents.	Coordinate and direct the work of staff involved with the preparation and delivery of food.	Coordinate and direct the work of staff performing gardening duties.
Coordinate and direct the work of staff.	Schedule work programs.	Schedule gardening work programs.

Schedule work programs.		Where required, let routine service contracts associated with gardening.
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Level Two

An employee who is required to deliver medication to residents in facilities:

previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act, 1988; or

in which more than 80% of places are "allocated high care places" as defined in the Aged Care Act 1997 (Clth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

a Certificate III in Aged Care Work (CHC30208); and

a Certificate IV in Aged Care Work (CHC40108); and

medication module - "Provide Physical Assistance with Medication" (CHCCS303A).

or

Hold other appropriate qualification acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

4. Delete paragraph (b) of subclause (ii) of the said clause 4, and insert in lieu thereof the following:

(b) Live-in Housekeeper

"Live-in Housekeeper" - shall mean an employee who would normally live at the client's premises for a period in excess of 48 hours.

(1)

(A) "Live-in Housekeeper-Grade 1" is an employee employed to perform general housekeeping duties only. General Housekeeping means preparing meals, cleaning, laundry, shopping and household duties of a like nature and handyperson work within the skill, competence and training of the employee and excludes personal care.

(B) "Live-in Housekeeper/Carer-Grade 2" is an employee employed to perform housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 as described in paragraph (a) of subclause (ii) of this clause.

(C) "Live-in Housekeeper/Carer-Grade 3" is an employee employed to perform general housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 and 3 as described in the said paragraph (a).

(2) Designated commencement and cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.

- (3) In the event of work appropriate to a Live-in Housekeeper not being available:
- (A) A Live-in Housekeeper can be required to undertake work performed by other Homecare Employees. Provided that where such work is directed and carried out it shall be paid at the rates and conditions for a live-in housekeeper; and,
 - (B) In the event of work not being available the Secretary or other responsible officer of the HSUeast will be contacted. During this period of time the Live-in Housekeeper will not suffer any reduction in pay.
5. Delete subclause (ii) of clause 18, Public Holidays, and insert in lieu thereof the following:
- (ii) For the purposes of this award, the following shall be deemed to be public holidays: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
6. Delete clause 48, No Extra Claims Commitment, and renumber subsequent clauses accordingly.
7. Delete subclause (ii), (iii) and (iv) in renumbered clause 53, Area, Incidence and Duration and insert in lieu thereof the following:
- (ii) This award shall apply to all persons employed by or in or in connection with voluntary, religious, charitable and non-profit making private retirement villages, nursing homes and hostels for the aged in the private health, health-related and aged care industries and who come within the constitution rule of HSUeast.
 - (iii) This award shall apply to all persons employed by or in or in connection with voluntary, religious, charitable and non-profit making private nursing homes and hostels for the disabled in the private disability services industry and who come within the constitution rule of HSUeast.
 - (iv) This award shall also apply to all persons employed by or in or in connection with other accommodation support services and/or community residential units for disabled persons owned, managed or conducted by voluntary, religious, charitable and other non-profit making organisations in the private disability services industry and who come within the Constitution Rule of HSUeast.
8. Delete subclause (x) and (xi) in renumbered clause 53, Area, Incidence and Duration, and insert in lieu thereof the following:
- (x) Provided that this award shall not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programmes, or community development work in connection with services for the disabled or social workers or social educators properly so-called; provided this exclusion does not apply to persons eligible to become members of HSUeast who are employed as residential care workers, and persons primarily engaged in supervising the work performed by disabled persons, or in domestic duties in Sheltered Workshops for the disabled.
 - (xi) Provided that this shall also not apply to persons who are employed in providing home care services to clients in private residences which are not operated as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit or where the provisions of the consolidated Miscellaneous Workers Home Care Industry (State) Award, reprinted 27 January 2012 (372 IG 490), as varied, apply.
9. Delete subclause (xiv) in clause 53, Area, Incidence and Duration.
10. Delete subclause (xv) and (xvi) in clause 53, Area, Incidence and Duration, and insert in lieu thereof the following:
- (xiv) 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 NSW on 28 April 1999 (310 I.G. 359) take effect on 12 April 2012.

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

11. Delete Table 2 - Other Rates and Allowances of Part B , and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description		Amount from 16.12.2010 \$
1	7(xi)(c)	Broken Shift	Per shift	8.45
2	9(iii)(a)	Overtime - Breakfast	Per meal	11.41*
3	9(iii)(b)	Overtime - Luncheon	Per meal	14.75*
4	9(iii)(c)	Overtime - Evening Meal	Per meal	21.53*
5	10(iii)(b)	Overtime - recall use of own vehicle	Per klm	0.31*
6	10(iii)(c)	On Call Allowance	Per day (24 hrs)	13.76
7	14(i)	Climatic & Isolation Allowance	Per week	5.48
8	14(ii)	Climatic & Isolation Allowance	Per week	10.35
9	17(i)(a)	Cleaning/Scraping Work - confined space	Per hour	0.52
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	Per hour	0.83
11	17(iii)	Linen Handling - nauseous nature	Per hour	0.25
12	17(v)	Use of Own Vehicle	Per week	0.58
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	Per week	9.11
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	Per week	22.41
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	Per week	32.04
16	28(ii)	Leading Hand Allowance - in charge 11-15 employees	Per week	40.46
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	Per week	49.42
18	30(i)(c)	Uniform Allowance	Per week	5.84*
19	30(i)(d)	Special Type Shoes Allowance	Per week	1.81*
20	30(i)(e)	Cardigan or Jumper Allowance	Per week	1.74*
21	30(i)(f)	Laundry Allowance - Uniform	Per week	4.85*
22	31(ii)(d)	Sleepover Allowance	Per shift	40.00
23	41(vi)	Apprentice - TAFE Examination Allowance	Per week	1.87

Note: Allowances marked * increase by 3.5% (CPI) from 12 April 2012.

C.G. STAFF J

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CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 265 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

REVIEWED AWARD

1. Delete clause 1, Arrangement of the award published 27 January 2012 (372 I.G. 127) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Employment Classifications
5.	Wages
6.	Remuneration Packaging
7.	Hours
8.	Roster of Hours
9.	Meals
10.	Overtime
11.	Permanent Part-time Employee
12.	Casual Employee
13.	Temporary Employment
14.	Climatic and Isolation Allowances
15.	Penalty Rates and Shift Allowances
16.	Live-in Housekeeper-Remuneration
17.	Allowances for Special Working Conditions
18.	Public Holidays
19.	Annual Leave
20.	Annual Leave Loading
21.	Long Service Leave
22.	Sick Leave
23.	Personal/Carer's Leave
24.	Compassionate Leave
25.	Leave Without Pay
26.	Payment and Particulars of Wages
27.	Service Allowance
28.	Leading Hands
29.	Higher Duties
30.	Uniforms and Protective Clothing
31.	Sleepovers
32.	Live-in
33.	Grievance and Dispute Resolution Procedures
34.	Attendance at Meetings
35.	Labour Flexibility & Mixed Functions
36.	Promotions and Appointments

37. Emergency Telephone Calls
38. Parental Leave
39. Repatriation Leave
40. Union Representative
41. Apprentices
42. Redundancy
43. Termination of Employment
44. Notice Board
45. Accommodation and Amenities
46. Inspection of Lockers
47. Consultative Arrangements
48. Training
49. Leave reserved
50. Reasonable Hours
51. Secure Employment
52. Area, Incidence and Duration

PART B

Table 1 - Monetary Rates

Table 2 - Other Rates and allowances

2. Delete clause 2, Definitions and insert in lieu thereof the following:

2. Definitions

"Adult Service" - means service with an employer during which the worker received a rate of pay not less than the lowest rates fixed by this award for an adult, in the same classification as the worker, or the employee is on the age scale at 18 years and over.

"A.C.S." - means the Aged and Community Services Association of NSW and ACT Inc., a registered organisation of employers that is party to this award.

"C.C.E.R." - means the Catholic Commission for Employment Relations that is an employer party to this award.

"Day Worker" - means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 a.m. and at or before 10:30 a.m., otherwise than as part of a shift system.

"Engagement" - means time that an employee is engaged in homecare services with the client/s joined by the time taken to travel between clients, meal breaks, and rest periods, including overtime worked continuously after the engagement.

"Homecare Residence" - means the homecare client's place of abode.

"Ordinary Pay" - includes base pay and over-award payments for ordinary hours of work; Climatic and Isolation allowances; Leading Hand allowance; and Service allowance. It does not include shift or weekend penalties.

"School Based Apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001.

"Shift Worker" - means an employee who is not a day worker as defined.

"Union" means HSUeast.

3. Delete the classification Grade 4 of subclause (i), Care Service Employees, of Clause 4, Employment Classifications, and insert in lieu thereof the following:

GRADE 4

Level One

An employee who holds a Certificate IV in Aged Care Work (CHC40108) or other appropriate Qualification/Experience acceptable to the employer and is required to act on it, and

is designated by the employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and

is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the employer.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
Overall responsibility for the provision of personal care to residents.	Coordinate and direct the work of staff involved with the preparation and delivery of food.	Coordinate and direct the work of staff performing gardening duties.
Coordinate and direct the work of staff.	Schedule work programs.	Schedule gardening work programs.
Schedule work programs.		Where required, let routine service contracts associated with gardening.

Level Two

An employee who is required to deliver medication to residents in facilities:

previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act, 1988; or

in which more than 80% of places are "allocated high care places" as defined in the Aged Care Act 1997 (Clth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

a Certificate III in Aged Care Work (CHC30208); and

a Certificate IV in Aged Care Work (CHC40108); and

medication module - "Provide Physical Assistance with Medication" (CHCCS303A).

or

Hold other appropriate qualification acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

4. Delete (b), Live-In Housekeeper of clause 4, Employment Classifications and insert in lieu thereof the following:
- (b) Live-in Housekeeper
- "Live-in Housekeeper" - shall mean an employee who would normally live at the client's premises for a period in excess of 48 hours.
- (1)
- (A) "Live-in Housekeeper-Grade 1" is an employee employed to perform general housekeeping duties only. General Housekeeping means preparing meals, cleaning, laundry, shopping and household duties of a like nature and handyperson work within the skill, competence and training of the employee and excludes personal care.
- (B) "Live-in Housekeeper/Carer-Grade 2" is an employee employed to perform housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 as described in paragraph (a) of subclause (ii) of this clause.
- (C) "Live-in Housekeeper/Carer-Grade 3" is an employee employed to perform general housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 and 3 as described in the said paragraph (a).
- (2) Designated commencement and cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.
- (3) In the event of work appropriate to a Live-in Housekeeper not being available:
- (A) A Live-in Housekeeper can be required to undertake work performed by other Homecare Employees. Provided that where such work is directed and carried out it shall be paid at the rates and conditions for a live-in housekeeper; and,
- (B) In the event of work not being available the Secretary or other responsible officer of the HSUeast will be contacted. During this period of time the Live-in Housekeeper will not suffer any reduction in pay.
5. Delete subclause (ii) of clause 18, Public Holidays and insert in lieu thereof the following:
- (ii) For the purposes of this award, the following shall be deemed to be public holidays: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
6. Delete clause 48, No Extra Claims Commitment, and renumber subsequent clauses.
7. Delete renumbered clause 52, Area, Incidence and Duration and insert in lieu thereof the following:

52. Area, Incidence and Duration

- (i) This award shall apply to all employees employed by employers that are members of the A.C.S. and/or C.C.E.R., excluding those in the County of Yancowinna, who are:
- (a) within the jurisdiction of the Voluntary Care Association Employees' (State) Conciliation Committee who come within the Constitution Rule of HSUeast; and/or
- (b) employed by or in connection with voluntary, religious, charitable and non-profit making private retirement villages, nursing homes and hostels for the aged in the private health, health-related

and aged care industries, and nursing homes for the disabled in the private disability services industry, and who come within the Constitution Rule of HSUeast; and/or

- (c) employed by or in connection with other accommodation support services and/or community residential units for disabled persons owned, managed or conducted by voluntary, religious, charitable and other non-profit making organisations in the private disability services industry and who come within the Constitution Rule of HSUeast;
- (ii) Provided that this award shall not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programs, or community development work in connection with services for the disabled or social workers or social educators properly so-called; provided this exclusion does not apply to persons eligible to become members of the HSUeast; who are employed as Residential Care Workers or Residential Services Assistants, and persons primarily engaged in supervising the work performed by disabled persons, or in domestic duties in Sheltered Workshops for the disabled.
- (iii) Provided that with respect to the Grand United Centenary Nursing Homes, employees employed prior to 15 July, 1996 shall continue to be entitled to receive any benefit or benefits obtained in the Aged Care General Services (State) Award as varied which are greater than the benefit or benefits that are contained in this award.
- (iv) This award shall not apply to:
- (a) Novices, aspirants or persons who have taken the vows of religious orders.
- (b) Persons who are employed in providing home care services to clients in private residences which are not operated as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit or where the provisions of the Miscellaneous Workers Home Care Industry (State) Award, as varied, apply.
- (v) This award rescinds and replaces the Charitable, Aged and Disability Care Services (State) Award published on 25 January 2002 (330 IG 1023) and all variations thereof.
- (vi) 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 NSW on 28 April 1999 (310 I.G. 359) take effect on 12 April 2012
- (vii) This award remains in force until varied or rescinded, the period for which it was made having already expired.
5. Delete Table 1 - Monetary Rates, in Part B and insert in lieu thereof the following:

Table 1 - Monetary Rates

Classifications	Current Rate per week \$	Award variation per week %	Wage Rate as from 12.04.12 per week \$
Care Service Employees:			
New Entrant Grade 1 Junior	544.10	4.25	567.20
Grade 1	635.10	4.25	662.10
Grade 2	675.00	4.25	703.70
Grade 3	715.40	4.25	745.80
Grade 4			
- Level 1	752.60	4.25	784.60
- Level 2	816.80	4.25	851.50
Grade 5 from	871.30		908.30
to	1,287.40	4.25	1,342.10

<p>Note: Employees classified and paid as Recreational Activities Officers as at 10 November 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.</p>			
<p>Note: Salary Band - Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.</p>			
Maintenance Supervisors -			
Maintenance Supervisor (Otherwise)	747.30	4.25	779.10
Maintenance Supervisor (Otherwise) - in charge of staff	763.50	4.25	795.90
Maintenance Supervisor (Tradesperson)	810.40	4.25	844.80
Catering Officer:			
Trainee Catering Officer -			
1st year	661.10	4.25	689.20
2nd year	673.10	4.25	701.70
3rd year	686.80	4.25	716.00
Assistant Catering Officer -		4.25	
80-120 beds	693.40	4.25	722.90
120-300 beds	738.60	4.25	770.00
300-500 beds	792.40	4.25	826.10
500-1000 beds	813.70	4.25	848.30
Catering Officer -			
80-120 beds	771.30	4.25	804.10
120-200 beds	792.40	4.25	826.10
200-300 beds	813.70	4.25	848.30
300-500 beds	854.30	4.25	890.60
500-1000 beds	922.10	4.25	961.30
Diversional Therapist:			
1st year of experience	689.80	4.25	719.10
2nd year of experience	724.10	4.25	754.90
3rd year of experience	758.00	4.25	790.20
4th year of experience	791.90	4.25	825.60
5th year of experience and thereafter	824.40	4.25	859.40
Apprentices:			
Apprentice Cook -			
1st year	429.20	4.25	447.50
2nd year	590.20	4.25	615.30
3rd year	661.70	4.25	689.90
Apprentice Gardener			
1st year	357.70	4.25	372.90
2nd year	429.20	4.25	447.50
3rd year	572.30	4.25	596.60
4th year	643.90	4.25	671.20
Homecare Employees:			
Homecare Employee -			
Grade 1	638.90	4.25	666.10
Grade 2	670.20	4.25	698.70
Grade 3	716.50	4.25	747.00
Live-in Housekeeper -			
Grade 1	830.60	130% of Home Care Grade 1	865.90
Grade 2	938.30	140% of Home Care Grade 2	978.20
Grade 3	1087.30	Refer Formula	1,133.50

Clerical & Administrative Employees:			
Juniors -			
At 16 years of age and under	347.40	4.25	362.20
At 17 years of age	393.80	4.25	410.50
At 18 years of age	451.60	4.25	470.80
At 19 years of age	508.80	4.25	530.40
At 20 years of age	561.00	4.25	584.80
Adults			
Grade 1	685.50	4.25	714.60
Grade 2	726.30	4.25	757.20
Grade 3	768.80	4.25	801.50
Grade 4	802.90	4.25	837.00
Grade 5	839.20	4.25	874.90

Note 1:

Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.71

Note 2:

Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

9. Delete Table 2 - Other Rates and Allowances in Part B and replace with the following:-

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description		Amount from 12.4.2012
1	7(xi)(c)	Broken Shift	Per shift	8.45
2	9(iii)(a)	Overtime - Breakfast	Per meal	11.41*
3	9(iii)(b)	Overtime - Luncheon	Per meal	14.75*
4	9(iii)(c)	Overtime - Evening Meal	Per meal	21.53*
5	10(iii)(b)	Overtime - recall use of own vehicle	Per klm	0.31*
6	10(iii)(c)	On Call Allowance	Per day (24 hrs)	13.76
7	14(i)	Climatic & Isolation Allowance	Per week	5.48
8	14(ii)	Climatic & Isolation Allowance	Per week	10.35
9	17(i)(a)	Cleaning/Scraping Work - confined space	Per hour	0.52
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	Per hour	0.83
11	17(iii)	Linen Handling - nauseous nature	Per hour	0.25
12	17(v)	Use of Own Vehicle	Per week	0.58
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	Per week	9.11
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	Per week	22.41
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	Per week	32.04
16	28(ii)	Leading Hand Allowance - in charge 11-15 employees	Per week	40.46
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	Per week	49.42
18	30(i)(c)	Uniform Allowance	Per week	5.84*
19	30(i)(d)	Special Type Shoes Allowance	Per week	1.81*
20	30(i)(e)	Cardigan or Jumper Allowance	Per week	1.74*
21	30(i)(f)	Laundry Allowance - Uniform	Per week	4.85*
22	31(ii)(d)	Sleepover Allowance	Per shift	40.00
23	41(vi)	Apprentice - TAFE Examination Allowance	Per week	1.87

Note: Allowances marked * increase by 3.5% (CPI) from 12 April 2012.

C. G. STAFF *J.*

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CROWN EMPLOYEES (ADMINISTRATIVE AND CLERICAL OFFICERS - SALARIES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 69 of 2012)

Before The Honourable Mr Justice Staff

11 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Adjustment of Salaries
5.	Promotion
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

2. Definitions

"Employee" means all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, who are appointed to positions classified under this award. It does not include any person who is engaged in the New South Wales Government Offices in London or New York or any other office established for identical purposes in a foreign country, State or Territory by the Government of New South Wales.

"Service" means continuous service.

"Department" means a department of the Public Service specified in Part 1 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Department Head" means the person or office specified in Column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.

Director General means the Director General of the Department of Premier and Cabinet..

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

3. Salaries

- (a) The salary rates for employees on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part B, Monetary Rates.
- (b) An employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid at not less the amount set out in Table 1 - Salaries for Clerk General Scale Step 4.
- (c) An employee on the General Scale at 20 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 5.
- (d) An employee on the General Scale at 21 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 6.
- (e) Positions are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Director General.
- (f) An employee temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* is paid the weekly equivalent of the annual salary prescribed in Table 1.

4. Adjustment of Salaries

The salaries of employees employed at the operative date of this award are adjusted to the appropriate scale prescribed by the award on the basis of years of service in position or grade. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.

5. Promotion

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

6. Calculation of Service

In calculating years of service for the purpose of this award the following periods are not taken into account:

- (a) Any period in respect of which an increment is refused in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996;
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under sections 52 and 48 of Part 2.7, Management of conduct and performance, of the *Public Sector Employment and Management Act 2002*.

7. 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 dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (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.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) 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."

8. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) 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.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the Director General of the Department of Premier and Cabinet for consideration.

- (g) If the matter remains unresolved, the Department 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.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, department and Director General shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) 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.

9. Area, Incidence and Duration

This award applies to employees defined in clause 2, Definitions.

Employees are entitled to the conditions of employment provided by this award and by the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management Regulation 2009*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries 2008) Award* or any replacement awards, also apply to employees covered by this award, except where specifically varied by this award.

The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the *Crown Employees (Public Sector - Salaries 2008) Award* and any variation or replacement award.

The changes to the award are made in accordance 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 NSW on 28 April 1999 (310 I.G. 359) to take effect from 11 April 2012.

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

PART B

MONETARY RATES

Table 1 - Salaries

The salary rates are effective from the beginning of the first pay period to commence on or after 1 July 2011.

Classification and Grades	Administrative and Clerical Officer	
	Common Salary Point	1.7.11 Per annum 2.5% \$
Clerks General Scale		
Clerks General Scale step 1	4	25,860
Clerks General Scale step 2	6	29,346
Clerks General Scale step 3 - 1st year of service or 18 years	7	31,193
Clerks General Scale step 4 - Minimum for - employee with Business	9	35,345

Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate Qualification at 19 years of age		
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	37,729
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	40,662
Clerks General Scale step 7	20	41,771
Clerks General Scale step 8	23	43,539
Clerks General Scale step 9	25	44,329
Clerks General Scale step 10	28	45,428
Clerks General Scale step 11	32	47,108
Clerks General Scale step 12	36	48,816
Clerks General Scale step 13	40	50,619
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	52,784
Grade 1 1st year of service	46	53,407
Thereafter	49	54,977
Grade 2 1st year of service	52	56,509
Thereafter	55	58,060
Grade 3 1st year of service	58	59,705
Thereafter	61	61,505
Grade 4 1st year of service	64	63,425
Thereafter	67	65,376
Grade 5 1st year of service	75	70,480
Thereafter	78	72,702
Grade 6 1st year of service	82	75,552
Thereafter	85	77,767
Grade 7 1st year of service	88	80,096
Thereafter	91	82,491
Grade 8 1st year of service	95	85,928
Thereafter	98	88,660
Grade 9 1st year of service	101	91,303
Thereafter	104	93,870
Grade 10 1st year of service	108	97,702
Thereafter	111	100,613

Grade 11		
1st year of service	116	105,602
Thereafter	120	110,079
Grade 12		
1st year of service	126	116,974
Thereafter	130	122,128

C.G. STAFF *J*

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CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 204 of 2012)

Before The Honourable Mr Justice Staff

20 April 2012

REVIEWED 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.	Transition Arrangements
7.	Annual Remuneration Assessment - Audit Professionals Levels B and C, Corporate Professionals A, B and C, 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 - 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 and Minimum
Remuneration Levels

Annexure 3 - Other Flexible Work Practices

Annexure 4 - Conditions of Employment

PART A

1. Title

This Award shall be known as Crown Employees (Audit Office) Award 2009.

2. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*.

"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.

"Agreement" means an agreement referred to in section 131 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.

"Approved post graduate studies" means studies undertaken by an Audit Professional Level A, Level 2 to 4 Performance Audit employee, who already holds an undergraduate qualification. Approval rests with the Deputy Auditor-General and will be granted on the basis of relevance to the employee's role, current and future, and the perceived return on the investment for the Audit Office.

"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 an award as defined in 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" means service as defined by Schedule 3A of the *Public Sector Employment and Management Act 2002* and relevant sections of the NSW Government Personnel Handbook.

"Contract hours" for the day for a full time employee, means one fifth of the full time ordinary working hours, as defined in Part A, Clause 9.1.(a) of this award. 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, B or C.

"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.

"Day worker" means an employee who works the ordinary working hours as defined in Part A, Clause 9.1(a).

"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 Schedule 3 to the *Public Sector Employment and Management Act 2002*, as amended from time to time.

"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.

"Headquarters" means place of employment as defined in Part A, Clause 11.1(b)

"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.

"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 Part A, Clause 14, 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 Annexure 4, Clause 53, Trade Union Activities Regarded as On Duty, 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 Annexure 4, clause 12, Casual Employment.

"Overtime" is defined in Part A, Clause 10.3.

"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.

"Professional qualifications" means full membership of the Institute of Chartered Accountants in Australia 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 bandwidth.

"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 Employment Cost (TEC) 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.

"Remuneration Committee" means a committee established by the Auditor-General to assess annual remuneration recommendations.

"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 Part A, Clause 5.6, 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. Secondments under section 86 of the Act are also to comply with the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.

"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.

"Supervisor" means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Business Unit Leader to fulfil the role of a supervisor or manager.

"Temporary work location" means place of work as defined by Part A, Clause 11.1(a) or for country travel and the employee temporarily performs official duty away from "Place of Employment" as defined in Part A, Clause 11.1(b).

"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.

"Transition" means the processes involved in moving from positions and classifications immediately prior to the commencement of the Crown Employees (Audit Office) 2004 Award or the Crown Employees (Audit Office) 2008 Award to those positions and classifications described in this Award.

"Transition remuneration" means remuneration as at 1 January 2005.

"Undergraduate studies" means, as a minimum, a standard accounting degree recognised by the Institute of Chartered Accountants in Australia 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

The parties to this Award are:

The Audit Office of New South Wales

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

- (a) 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.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) Resignation - two weeks notice in writing is required unless the Audit Office agrees to a lesser period of notice.
- (f) 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 in the Audit Office is Total Employment Cost (TEC). TEC is expressed as the total of base pay, Superannuation Guarantee Contribution and annual leave loading.

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

5.3 Broad Remuneration Bands

- (a) This Award prescribes the remuneration bands for Audit Professional employees, Corporate Professional employees and Corporate Administrative employees in Part B, Tables 1 and 2.
- (b) Market benchmarking is used to inform the determination of remuneration bands for each classification in Part B, Tables 1 and 2.

5.4 Variations to Remuneration Bands

- (a) From the beginning of the first pay period to commence on or after 1 July 2009, the remuneration bands are set out in Part B, Tables 1 and 2
- (b) From the beginning of the first pay period to commence on or after 1 July 2010, the remuneration bands are set out in Part B, Tables 1 and 2
- (c) From the beginning of the first pay period to commence on or after 1 July 2011, the remuneration bands will be determined by applying an increase of the greater of :

3.5% OR

The percentage increase negotiated by the Association and included in the Crown Employees Public Sector Salaries Award, relevant to the first pay period to commence on or after 1 July 2011.

- (d) The relationship between the Audit Office (Crown Employees) Award 2009 and the Crown Employees Public Sector Salaries Award does not extend beyond the end of the duration of this award as defined in Part A, Clause 17.7.

5.5 Appointment and Progression

- (a) Audit Professional Levels B and C, Corporate Professional Levels A, B and C and Corporate Administrative Levels 1 to 4, may be appointed at any point within the relevant remuneration band depending on experience, skills and the remuneration necessary to attract them to the position.

- (b) Appointment to Audit Professional Levels B and C is dependent on satisfactory completion of their professional qualifications or approved post graduate studies.
- (c) This Award prescribes the appointment and progression criteria for Audit Professional Level A at Annexure 1.
- (d) School Leavers will normally be appointed to Auditor Professional Level A, Level 1, Pay Point 1, as set out in Table 2 and will progress as described in Annexure 1. However the Auditor-General may appoint auditors at any pay point dependent on their qualifications, skills and experience.
- (e) Graduates will normally be appointed to Auditor Professional Level A, Level 2, Pay Point 1 as set out in Table 2 and will progress as described in Annexure 1. However the Auditor-General may appoint auditors at any pay point dependent on their qualifications, skills and experience.
- (f) The Auditor-General may determine the commencing remuneration for new Graduates within the band spanning Auditor Professional Level A, Level 2, Pay Point 1 to Auditor Professional Level A, Level 2, Pay Point 2.

5.6 Corporate Administrative Employees

- (a) Corporate Administrative employees are those who, 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.
- (b) Corporate Administrative employees will continue to be employed under the conditions set out in Part A, Clause 5.6 (a) until Part A, Clause 5.6 (c) occurs.
- (c) 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".
- (d) Remuneration bands for the replacement roles are set out in Part B, Table 1.

6. Transition Arrangements

6.1 General

This section describes all transition arrangements.

6.2 Transition Remuneration

- (a) Subject to satisfactory performance, employees whose transition remuneration at the commencement of the Crown Employees (Audit Office) Award 2004 was higher than the 45th percentile of the relevant remuneration band were guaranteed a minimum remuneration for 6 years from the date of their appointment. This is calculated as their transition remuneration plus a percentage increase each 1 July until 2010. The increase will be the movement in the relevant remuneration band less 0.5% (e.g. if the remuneration band is increased by 4%, the guaranteed increase will be 3.5%). This clause ceases to apply following remuneration band movements dated 1 July 2010. Remuneration band movements following that date will be applied consistently with all other staff.
- (b) State Fleet based motor vehicle packaging arrangements will cease for all employees currently in receipt of those arrangements at the next expiry date of their current lease.
- (c) Those Audit Seniors who were appointed at their transition remuneration level above the Audit Professional Level A, Level 4, Pay Point 3 at the commencement of the Crown Employees (Audit Office) Award 2004, and who are not assessed as "proficient" or "advanced" will continue

to receive the same level of remuneration as at the transition date, increased annually by the equivalent of the adjustment of the remuneration band.

6.3 Progression

Employees formerly designated Project Clerks who transitioned to Auditor under the Crown Employees (Audit Office) Award 2004 will not be required to complete a degree to progress to Audit Professional Level A, Level 4.

7. Annual Remuneration Assessment - Audit Professionals Levels B and C, Corporate Professionals Levels a, B and C, Corporate Administrative Levels 1 to 4

7.1 General

- (a) Remuneration for these employees will be determined annually based on assessed contribution in accordance with the competency zones and minimum guaranteed pay levels set out in Annexure 2.
- (b) 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 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.
- (c) The remuneration of all Audit Professional Levels B and C, Corporate Professional Levels A, B and C and Corporate Administrative Levels 1 to 4 will at least be maintained at the same level at each annual remuneration assessment except where:
 1. an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration. In these circumstances the reduction may not be below the minimum guaranteed levels set out in Annexure 2; or
 2. an employee is initially assessed at a percentile rate in the Superior or Expert zone, but the next assessment does not support or does not fully support that assessment.
- (d) In the circumstance where an employee is initially assessed at a percentile rate in the Superior or Expert zone, the following applies:

Superior

When an employee is first assessed as "superior" (as defined in Annexure 2), the employee's remuneration will be set at the maximum of the competent zone and the balance paid as an allowance for the first 12 months. If the Superior assessment is confirmed at the next annual remuneration assessment (which may be higher or lower than the first "superior" assessment), the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the superior zone, then the employee's remuneration will be set at the maximum of the competent zone and will be maintained at that level.

Expert

When an employee is first assessed as "expert" (as defined in Annexure 2), the employee's remuneration will be set at the maximum of the superior zone and the balance paid as an allowance for the first 12 months. If the Expert assessment is confirmed at the next annual remuneration assessment (which may be higher or lower than the first "expert" assessment) the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the Expert zone, then the employee's remuneration will be set at the maximum of the superior zone and will be maintained at that level.

- (e) Other than the exceptions described in Part A, Clause 7.1 (c) and (d), 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.
- (f) During an Annual Remuneration Assessment, remuneration will be reviewed but will not necessarily be increased as a result of such review.
- (g) The remuneration assessment process will include the following elements:
 1. The assessment will be conducted within business guidelines issued by the Audit Office from time to time.
 2. Recommendations will be prepared by Business Unit Leaders based on a range of inputs, which will include, but will not be limited to, performance reviews and advice from other senior employees. Other considerations will include potential for development, specialist skills or knowledge and contribution to Audit Office objectives. Guidelines current at the date of this Award are included in Annexure 2.
 3. Business Unit Leaders within a Branch will review all recommendations for their Branch and forward them to the next level of management for review.
 4. A Remuneration Committee will review and consider the recommendations on remuneration for individuals and forward these to the Auditor-General for approval.

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 Business Unit Leader. 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 including, where requested, Association representation. 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 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. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.

9.1 Flexible Working Hours

- (a) Ordinary Working Hours - full-time ordinary working hours shall be 35 hours per week, Monday to Friday.
- (b) Settlement period - the settlement period shall be one calendar month.
- (c) Flex Contract Hours - the contract hours for a settlement period shall be calculated by multiplying the available working days and public holidays by 7.
- (d) Flex Year - the Flex Year is 1 January to 31 December.
- (e) Bandwidth - the bandwidth shall be between the hours of 6am and 10pm
- (f) Coretime - employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) between 9am and 5pm.
- (g) Attendance - a maximum of 10 hours per day can be worked as flex time. An employee's attendance outside the hours of a standard day, but within the bandwidth, shall be subject to the availability of work. Employees may be asked to leave work at the expiry of 7 hours. Time of attendance at work is always subject to the needs of the Audit Office and the agreement of the employee's manager.
- (h) Flex Leave - can be taken in multiples of half days. Flex leave may only be taken with the approval of the employee's manager. Up to 2 days flex leave can be taken per settlement period and may be taken consecutively, but cannot be combined with flex leave from another settlement period, except:
 - 1. For employees other than Financial Audit employees, where up to 5 consecutive days flex leave may be taken in each half of the flex year, but cannot be combined.
 - 2. For Financial Audit employees, where up to 5 consecutive days flex leave may be taken between 1 January and 30 June, and any carry over of up to 10 days (70 hours) at 31 October must be taken as flex leave (consecutive or otherwise) between 1 November and 31 December.
- (i) A maximum of 24 flex days can be taken per flex year. During designated busy periods, employees may take flex leave only with the approval of their manager. Designated busy periods are:
 - 1. Financial Audit - 1 July to 31 October and 1 February to 30 April.
 - 2. Other areas of the Audit Office - where flex leave is restricted by fluctuating busy periods, Business Unit Leaders will determine these periods for their respective areas.
- (j) Carry Over:
 - 1. A maximum credit carry over of 70 hours to the next settlement period within a flex year applies to all employees except Financial Audit employees as per Clause 9.1(j) 2.
 - 2. Credit hours are to be cleared by 31 December each year with a maximum carry over of 10 hours to the new flex year except for:

Financial Audit employees can carry over 105 hours during the period 1 July to 31 December. Where the carry over is more than 70 hours at 31 October, the hours above 70 and up to 105 may also be taken as flex leave by close of business 31 December. Where this is not practical those hours will be carried over to the new flex year (this carry over includes the 10 hours for all employees, however will not exceed 35 hours).

- (k) The maximum debit carry over is 10 hours at all times.
- (l) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- (m) 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.
- (n) The employee and their manager must develop a strategy to ensure that accumulated Flex Leave is monitored and taken in accordance with these arrangements and not forfeited.
- (o) Completion of Flex Sheets
 - 1. Employees are required to return their monthly flex sheets to their manager for approval no later than one week following the end of the settlement period to which they relate.
 - 2. Managers are obliged to return approved flex sheets to the Remuneration and Conditions Manager no later than two weeks following the end of the settlement period to which they relate.
 - 3. A Manager will refuse to approve flex leave if flex sheets are not up to date and in agreement with the practice management system.
 - 4. A Manager will not approve flex taken in conjunction with other forms of leave, unless the appropriate form is submitted in advance of the leave.

9.2 Other Flexible Work Practices

The options available for other flexible work practices are detailed in Annexure 3.

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:
 - (a) The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements
 - (b) Any risk to an employee's health and safety
 - (c) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services
 - (d) The notice (if any) given by the Audit Office regarding the working of the overtime, and by the employee of their intention to refuse overtime or
 - (e) Any other relevant matter.
- 10.3 Overtime will apply when employees are directed to work:
 - (a) More than 8 hours on a working day, or
 - (b) Before 7.30am or beyond 7pm on a working day, or

- (c) On a weekend or public holiday.
- 10.4 All overtime will be credited as time in lieu as follows:
- (a) In the case of employees up to and including Audit Professional Level B, Corporate Professional Level A, and Corporate Administrative Levels 1 to 4, in accordance with overtime conditions as set out from time to time in Annexure 4.
- (b) 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. This time limit may be extended during designated busy periods within the Flex Time arrangements, on a basis consistent with any extended settlement period for Flex Time. Any request to extend the time limit must be made prior to the three month expiry period.
- 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% 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% superannuation component.
- 10.8 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 at the rate of double time thereafter for all directed overtime worked outside the outside the bandwidth
- (b) 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
- (c) Sundays - All overtime worked on a Sunday at the rate of double time
- (d) 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
- (a) An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (b) Where an employee, at the direction of the supervisor, 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

- (a) Place of Work

"Place of work" means the Greater Metropolitan Area defined by a boundary drawn from: to the north, from Broken Bay by the boundary created by the Hawkesbury River to Windsor; to the

west, from Windsor by the boundary created by the Nepean River to Camden; to the east, directly across to Campbelltown, then across to the southern boundary of the Royal National Park and Port Hacking.

(b) Place of Employment

"Place of Employment" means 1 Margaret Street, Sydney.

(c) Travel time

Travel time from home to "place of work" does not form part of working hours. However, excess travel time may be included in working hours where the time spent travelling to and from home and "place of work" in a 5 day working week exceeds 2.5 hours more than the time it would normally take to travel to and from home and "place of employment". The amount exceeding 2.5 hours will be deemed to be excess travel and may be treated as 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

Travel outside of the Greater Metropolitan Area, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in Annexure 4.

11.4 Excess Travelling Time

An employee directed by the Audit Office to travel on official business outside the usual hours of duty to perform duty at a location other than their place of employment will, at the Audit Office's discretion, be compensated for such time either by:

- (a) Payment calculated in accordance with the provisions contained in Part A Clause 11, 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 employee's manager.

11.5 Compensation under paragraphs 11.4(a) and 11.4(b) of this clause shall be subject to the following conditions:

- (a) On a non-working day, subject to the provisions of paragraphs 11.6(d), 11.6(e), 11.6(f) and 11.6(g) of this clause, all time spent travelling on official business;
- (b) On a working day, subject to the provisions of subclause 11.6 of this clause, all time spent travelling on official business outside the contract hours ,

provided the period for which compensation is being sought is more than a half an hour on any one day.

11.6 Compensation for excess travelling time shall exclude the following:

- (a) Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided
- (b) Travel not undertaken by the most practical available route and by the most practical and economic means of transport

- (c) Working on board ship where meals and accommodation are provided
- (d) Any travel undertaken by an employee whose salary includes an all incidents of employment component
- (e) Time within the flex time bandwidth
- (f) Travel overseas.

11.7 Compensation

- (a) Time off in lieu or payment for excess travelling time or waiting time will not granted or made for more than eight hours in any period of 24 consecutive hours.
- (b) Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

Annual salary	X	5	X	1
1		260.89		Normal hours of work

- (c) 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.
- (d) Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

11.8 Waiting Time

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 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 pursuant to Part A Clause 11.6.

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 the Institute of Chartered Accountants in Australia or CPA Australia.
- 12.4 Details of support offered are set out in a number of Audit Office policy documents available on the 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 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:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation
 - (b) Offering or providing junior rates of remuneration 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.
- 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.
- 13.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

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 in order 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 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.

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 in order 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

- (a) 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.
- (b) 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.

- (c) Any casual employee who has a right to elect under paragraph 16.2(a), upon receiving notice under paragraph 16.2(b) 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.
- (d) 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.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Audit Office.
- (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 16.2(c), the Audit Office and employee shall, in accordance with this paragraph, and subject to paragraph 16.2(c), 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 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.
- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

16.3 Occupational Health and Safety

- (a) 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.

- (b) 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):
- (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 Audit Office 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.
- (c) 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 Part A, Clause 14 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 Annexure 1.
- 17.2 Other terms and conditions, except as provided for within this Award, shall be those set out in Annexure 4, Audit Office Conditions of Employment.
- 17.3 The terms and conditions provided for within this Award take precedence over Audit Office published policies. Where neither this Award nor an Audit Office published policy provides guidance reference will be made to the NSW Government Personnel Handbook.
- 17.4 If, during the currency of this award, the Crown Employees (Public Service Conditions of Employment) Award 2009, is amended or varied, a meeting of the Audit Office Award Negotiation Team 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 4. The meeting, its composition, negotiations and decision making process, will be governed by its Charter dated 10 March 2009 or subsequent versions of that Charter amended with the approval of the Award Negotiation Team.

- 17.5 Negotiations for the next award will commence at least six months prior to the expiry of this award.
- 17.6 This award rescinds and replaces the Crown Employees (Audit Office) Award 2008 published 31 December 2010 (370 I.G. 580).
- 17.7 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). take effect on and from 20 April 2012.

PART B

Table 1 - Remuneration Bands

Effective from the beginning of the first pay period to commence on or after 1 July 2009

Classifications	1 July 2009 to 30 June 2010		1 July 2010 to 30 June 2011		1 July 2011 to 30 June 2012	
	Minimum \$	Maximum \$	Minimum \$	Maximum \$	\$	\$
Audit Professional Level A	31,562	80,989	32,824	84,229	33,973	87,177
Audit Professional Level B	76,225	113,593	79,274	118,137	82,049	122,272
Audit Professional Level C	107,190	150,566	111,478	156,589	115,380	162,070
Corporate Professional Level A	76,596	107,364	79,660	111,659	82,448	115,567
Corporate Professional Level B	92,153	142,746	95,839	148,456	99,193	153,652
Corporate Professional Level C	136,438	165,927	141,896	172,564	146,862	178,604
Corporate Administrative Level 1	35,500	44,500	36,920	46,280	38,212	47,900
Corporate Administrative Level 2	42,600	53,700	44,304	55,848	45,855	57,803
Corporate Administrative Level 3	51,300	65,600	53,352	68,224	55,219	70,612
Corporate Administrative Level 4	62,600	79,300	65,104	82,472	67,383	85,359

Table 2 - Audit Professional Level A Pay Points

1 July 2009 to 30 June 2010					
	Pay Point 1 \$	Pay Point 2 \$	Pay Point 3 \$	Pay Point 4 \$	Pay Point 5 \$
Level 1	31,562	34,062	38,112	44,067	
Level 2	48,831	52,999			
Level 3	57,168	61,932	66,696		
Level 4	69,078	72,651	76,225	78,605	80,989

1 July 2010 to 30 June 2011					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	32,824	35,424	39,636	45,830	
Level 2	50,784	55,119			
Level 3	59,455	64,409	69,364		
Level 4	71,841	75,557	79,274	81,749	84,229
1 July 2011 to 30 June 2012					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	33,973	36,664	41,023	47,434	
Level 2	52,561	57,048			
Level 3	61,356	66,663	71,792		
Level 4	74,355	78,201	82,049	84,610	87,177

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

ANNEXURE 1

Progression within Audit Professional Level A, Levels 1 - 4 Financial Audit

Progression Within Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
<p>School leavers commence on the minimum remuneration of Audit Professional Level A, Level 1, Pay Point 1</p> <p>After 6 months from commencement school leavers progress to Audit Professional Level A, Level 1, Pay Point 2</p> <p>After 12 months from commencement confirm or reject permanent appointment. If confirmed progress to Audit Professional Level A, Level 1, Pay Point 3</p> <p>After 18 months from commencement school leavers progress to the maximum remuneration of Audit Professional Level A, Level 1, Pay Point 4</p>	<p>Graduates commence on Audit Professional Level A, Level 2, Pay Point 1</p> <p>After 12 months confirm or reject permanent appointment of Graduates.</p> <p>Appoint to Audit Professional Level A, Level 2, Pay Point 2 if progression to Audit Professional Level A, Level 3 is not achieved.</p>	<p>Commence on Audit Professional Level A, Level 3, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 3 Pay Points if progression to Audit Professional Level 4 is not achieved</p> <p>After this, can progress within the Pay Points range of Audit Professional Level A, Level 3, subject to satisfactory work performance as evidenced by performance reviews and study progress</p>	<p>Commence Audit Professional Level A, Level 4, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 4 Pay Points, subject to assessment, which will consider progress in their professional qualifications (school leavers must have commenced studies to progress within the Pay Points); achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives</p>

Progression to Next Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
School leavers progress to Audit Professional Level A, Level 2, Pay Point 1 after initial 24 months, subject to satisfactory performance in work as evidenced by performance reviews and progress with their undergraduate studies.	<p>Graduates - progress to Audit Professional Level A, Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress towards their professional qualifications.</p> <p>School leavers - progress to Audit Professional Level A, Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and progress with their undergraduate studies.</p>	<p>Graduates - Progress to Audit Professional Level A, Level 4, Pay Point 1 subject to assessment, which will consider progress towards their professional qualifications; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives.</p> <p>School leavers - progress to Audit Professional Level A, Level 4, Pay Point 1 subject to completion of their undergraduate studies, and satisfactory work performance as evidenced by performance reviews.</p>	Progression from Audit Professional Level A, Level 4 or other Pay Points within Level A, to Audit Professional Level B will not take place unless the employee has fully completed their professional qualifications.

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

Progression Within Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
Not applicable - no Performance Audit staff appointed as school leavers.	<p>Graduates commence on Audit Professional Level A, Level 2, Pay Point 1 After 12 months confirm or reject permanent appointment of Graduates. Appoint to Audit Professional Level A, Level 2, Pay Point 2 if progression to Auditor Level 3 is not achieved.</p>	<p>Commence on Audit Professional Level A, Level 3, Pay Point 1 After 12 months progress within Audit Professional Level A, Level 3 Pay Points if progression to Auditor Level 4 is not achieved After this, can progress within the Pay Points range of Audit Professional Level A, Level 3, subject to satisfactory work</p>	<p>Commence Audit Professional Level A, Level 4, Pay Point 1 After 12 months progress within Audit Professional Level A, Level 4 Pay Points, subject to assessment, which will consider progress in performance reviews and satisfactory progress in formal or informal approved post graduate studies</p>

		performance as evidenced by performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline.	relevant to the graduate's professional discipline; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives
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Progression to Next Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
Not applicable - no Performance Audit staff appointed as school leavers.	Graduates - progress to Audit Professional Level A, Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline.	Graduates - Progress to Audit Professional Level A, Level 4, Pay Point 1 subject to assessment, which will consider progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives.	Progression from Audit Professional Level A, Level 4 or other Pay Points within Level A, to Audit Professional Level B will not take place unless the employee has fully completed their professional qualifications.

ANNEXURE 2

Remuneration Competency Zones, Competency Zone Guidelines and Definitions and Minimum 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

Minimum Remuneration Levels

Where an assessed competency level is lower than the minimum guaranteed levels of remuneration set out below, for Audit Professional Levels B and C, Corporate Professional Levels A and B and Corporate Administration Levels 1 to 4 the minimum level is payable:

After 1 Year	-	minimum percentile 15% of remuneration band
After 2 Years	-	minimum percentile 25% of remuneration band
After 3 Years	-	minimum percentile 35% of remuneration band
After 4 years	-	minimum percentile 45% of remuneration band

Competency zones, expressed in percentiles of the remuneration band, will be set at the beginning of each three-year period and will not be altered during the life of the Award. When a remuneration band is adjusted, the Competency Zone Percentiles will be applied to the new 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 ie 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:

Consistency - is the level of performance consistent across the role responsibilities, or are there gaps or variations in the level of performance?

Sustained performance - Is the level of performance consistent over time (this is a longer term view of performance)?

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?

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:

The depth and breadth of capability required to keep the job on track (time and budget) and delivering quality outcomes.

What the employee is doing to maintain or improve themselves.

The skills and behaviours of the employee as they relate to the job itself.

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:

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.

Achievement of role responsibilities and reaching expected outcomes, anticipating and managing risks, conflicts, competing demands, impediments, and changes.

Demonstrating the competencies of the role for their level of expertise, or even showing levels of proficiency beyond the role.

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 Supervisors, so it's important to think about delegation and development in advance.

In determining promotability, the following are considered:

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?

The extent to which the employee is a self starter who consistently seeks greater challenges.

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?

Are they accountable for their own ideas and activities, and confident in their own decision-making?

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 and Supervisors 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:

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.

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.

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:

The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.

The extent to which peers seek and value specific advice or more general coaching.

The extent of the employee's external profile, if working in a capacity where this is required.

The employee's profile within the Office.

What would clients say about this employee's level of professionalism, service, and work ethic.

ANNEXURE 3

Other Flexible Work Practices

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

- (a) Working weekends and public holidays at employee's request, will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- (b) 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).
- (c) 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.
- (d) 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.

- (e) 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 occupational health & safety requirements.
- (f) Job share and part time work.
- (g) Leave without pay. Such requests will be considered on a case-by-case basis.
- (h) Career Break Scheme for up to 3 years maximum.

ANNEXURE 4

Audit Office Conditions of Employment

The conditions of employment in Annexure 4 have been selected from the Crown Employees (Public Service Conditions of Employment) Award 2009 as it exists at the date of making this award. The clause titles are the same, although the clause wording has been adjusted to refer to the Auditor-General, The Audit Office and employees.

Clause No. Subject Matter

PART 1

Section 1 - Framework

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

Section 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

Section 3 - Travel Arrangements

- 3.1 Travelling Compensation
- 3.2 Meal Expenses on One-Day Journeys
- 3.3 Restrictions on Payment of Travelling Allowances
- 3.4 Increase or Reduction in Payment of Travelling Allowances
- 3.5 Production of Receipts
- 3.6 Travelling Distance

Section 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 Semi-Official Telephones
- 4.5 Compensation for Damage to or Loss of Employees' Personal Property
- 4.6 First Aid Allowance

- 4.7 Review of Allowances Payable in Terms of This Award

Section 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

Section 6 - Leave

- 6.1 Leave - General Provisions
- 6.2 Absence from Work
- 6.3 Applying for Leave
- 6.4 Extended Leave
- 6.5 Family and Community Service Leave
- 6.6 Leave Without Pay
- 6.7 Military Leave
- 6.8 Observance of Essential Religious or Cultural Obligations
- 6.9 Parental Leave
- 6.10 Purchased Leave
- 6.11 Recreation Leave
- 6.12 Sick Leave
- 6.13 Sick Leave - Requirements for Evidence of Illness
- 6.14 Sick Leave to Care for a Family Member
- 6.15 Sick Leave - Workers Compensation
- 6.16 Sick Leave - Claims Other Than Workers Compensation
- 6.17 Special Leave
- 6.18 Leave for Matters Arising from Domestic Violence

Section 7 - Training and Professional Development

- 7.1 Staff Development and Training Activities

Section 8 - Shift Work and 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

Section 9 - Miscellaneous

- 9.1 Existing Entitlements

PART 2

MONETARY RATES

Table 1 - Allowances

SECTION 1 - FRAMEWORK**1.1. Work Environment**

- 1.2 Occupational 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 Occupational 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 Occupational 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 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.

SECTION 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 paragraph 2.1.2.2 of this subclause 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) 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; or
- (b) Outside the bandwidth 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; or
- (e) In accordance with a local arrangement negotiated under Part A clause 10 of this award.

- 2.1.3.2 Overtime rates will be paid in accordance with the rates set in Part A, Clause 10.

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

- 2.1.3.4 The loading in lieu of annual leave as set out in paragraph 2.1.2.3 of this clause 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 subclauses 2.1.4, 2.1.5 and 2.1.6 of this clause, casual employees are not entitled to any other paid or unpaid leave.

- 2.1.4.2 As set out in paragraph 2.1.2.3 of this clause, 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 *Long Service Leave Act 1955*.

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 not be available to attend work, or to leave work if they need to care for a family member described in paragraph 6.14.4.2 of clause 6.14, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 2.1.5.4, and the notice requirements set out in paragraph 2.1.5.5 of this clause.

2.1.5.2 The Audit Office 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.

2.1.5.3 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 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 and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

2.1.6 Bereavement entitlements for casual employees

- 2.1.6.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 2.1.6.2 The Audit Office 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.
- 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 is 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.

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:

- 1 Natural Emergencies and Major Transport Disruptions
- 2 Public Holidays
- 3 Semi-Official Telephones
- 4 relating to Trade Union activities
- 5 Travelling and other costs of Trade Union Delegates
- 6 Leave - General Provisions
- 7 relating to the various Leave provisions
- 8 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 4/48ths in lieu of recreation leave; or
 - (b) if working under a Flexible Working Hours scheme under Part A Clause 9 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 bandwidth payment shall be made at the appropriate overtime rate in accordance with Part A Clause 10.8, Rate of Payment for Overtime of this Annexure.

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

2.4. Public Holidays

- 2.4.1 Unless directed to attend for duty by the Audit Office, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 2.4.1.1 a public holiday throughout the State; or
 - 2.4.1.2 a local holiday in that part of the State at or from which the employee performs duty; or
 - 2.4.1.3 a day between Boxing Day and New Year's Day determined by the Auditor-General as a public service holiday.
- 2.4.2 An employee required by the Department Head Audit Office 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.
- 2.4.3 If a local holiday falls during a employee's absence on leave, the employee is not to be credited with the 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 staff member 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 a 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 Department Head 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 sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provide in clause 21, Flexible Working Hours of this award, where applicable.

SECTION 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 Part A, Clause 11.
- 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 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.
- 3.1.4 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.
- 3.1.5 The Audit Office 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.
- 3.1.6 Subject to subclause 3.1.14 of this clause, an employee who is required by the Audit Office 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.
- 3.1.7 If meals are provided by the Government at the temporary work location, the employee shall not be entitled to claim the meal allowance.

3.1.8 For the first 35 days, the payment shall be:

- 3.1.8.1 where the Audit Office elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with Annexure 4, Part 2 Monetary Rates and
 - (b) incidentals as set out in Annexure 4, Part 2 Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel.
- 3.1.8.2 where the Audit Office elects not to pay the accommodation provider the employees shall elect to receive either:
- (a) the appropriate rate of allowance specified in Annexure 4, Part 2 Monetary Rates, 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 paragraph, 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 Annexure 4, Part 2 Monetary Rates.

3.1.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Audit Office that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

3.1.10 Where an employee is unable to so satisfy the Audit Office, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

3.1.11 After the first 35 days - If an employee is required by the Audit Office to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance as specified in Annexure 4, Part 2 Monetary Rates.

3.1.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 3.1.11 of this clause, the Audit Office may make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

3.1.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

3.1.14 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.

3.2. Meal Expenses on One-Day Journeys

3.2.1 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 Annexure 4, Part 2 Monetary Rates for:-

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

- 3.2.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 3.2.1.3 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 headquarters at the time of taking the normal lunch break.

3.3. Restrictions on Payment of Travelling Allowances

- 3.3.1 An allowance under Annexure 4, Section 3.1, Travelling Compensation, is not payable in respect of:
 - 3.3.1.1 Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 3.3.1.2 Any period of leave, except with the approval of the Audit Office or as otherwise provided by this clause; or
 - 3.3.1.3 Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- 3.3.2 An employee who is in receipt of an allowance under Annexure 4, Section 3.1, Travelling Compensation shall be entitled to the allowance in the following circumstances:
 - 3.3.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or
 - 3.3.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location.

but is not entitled to any other allowance in respect of the same period.

3.4. Increase Or Reduction in Payment of Travelling Allowances

- 3.4.1 Where the Audit Office is satisfied that a travelling allowance is:
 - 3.4.1.1 Insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or
 - 3.4.1.2 In excess of the amount which would adequately reimburse the employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the employee for expenses incurred properly and reasonably.

3.5. Production of Receipts

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

3.6. 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.

SECTION 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 Annexure 4, Part 2 Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 4.1.4.1 of this clause.
- 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 Part A, Clause 11, 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 subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
 - (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Audit Office 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.

- 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 Director, Corporate Services.
- 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 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 Department of Premier and Cabinet Circular as issued from time to time.

4.4. Semi-Official Telephones

- 4.4.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the Audit Office, as and when required.
- 4.4.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.
- 4.4.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:
 - 4.4.3.1 Give decisions, supply information or provide emergency services; and/or
 - 4.4.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 4.4.4 Unless better provisions already apply to an employee or an employee has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
 - 4.4.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;

- 4.4.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 4.4.4.3 The full cost of official local, STD and ISD calls.
- 4.4.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - 4.4.5.1 Date, time, length of call and estimated cost;
 - 4.4.5.2 Name and phone number of the person to whom call was made; and
 - 4.4.5.3 Reason for the call.

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

- 4.5.1 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.
- 4.5.2 If a claim under subclause 4.5.1 of this clause 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:
 - 4.5.2.1 Is due to the negligence of the Audit Office, another employee, or both, in the performance of their duties; or
 - 4.5.2.2 Is caused by a defect in an employee's material or equipment; or
 - 4.5.2.3 Results from a employee's protection of or attempt to protect Audit Office property from loss or damage.
- 4.5.3 Compensation in terms of subclause 4.5.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the 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.
- 4.5.4 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.
- 4.5.5 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.

4.6. First Aid Allowance

- 4.6.1 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 Department of Premier and Cabinet Circular as issued from time to time.
- 4.6.2 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.
- 4.6.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:

- 4.6.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites); and
- 4.6.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.6.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.6.5 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.
- 4.6.6 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.

4.7. Review of Allowances Payable in Terms of This Award

- 4.7.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 4.7.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Annexure 4, Clause 3.1, Travelling Compensation;
 - (b) Annexure 4, Clause 3.2, Meal Expenses on One Day Journeys;
 - (c) Annexure 4, Clause 8.4, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 4.7.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Annexure 4, Clause 4.1, Allowances Payable for the Use of Private Motor Vehicles;
- 4.7.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (b) Annexure 4, Clause 8.4, Overtime Meal Allowances, for supper.
- 4.7.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (c) Annexure 4, Clause 4.6, First Aid Allowance;
 - (d) Annexure 4, Clause 8.2, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

5.1. Trade Union Activities Regarded as 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:
 - 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 Annexure 4, Clauses 5.1, 5.2 and 5.3 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 Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S

training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the 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 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 supervisor 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 paragraph 5.9.1.3 of Annexure 2, Clause 5.9, Responsibilities of Workplace Management 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 paragraph 5.9.1.5 of this clause;
 - 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 paragraph 5.9.1.3 of Annexure 4, Clause 5.9, Responsibilities of Workplace Management 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 paragraph 5.9.1.3 of clause 5.9, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 3.1, Travelling Compensation, 3.2, Meal Expenses on One-Day Journeys, or 3.3, Restrictions on Payment of Travelling Allowances 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 Part A, Clause 14, Industrial Dispute Settlement Procedure).
- 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.

SECTION 6 - LEAVE

6.1. Leave - General Provisions

- 6.1.1 The leave provisions contained in this Award apply to all employees.
- 6.1.2 Unless otherwise specified, part-time employees will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 6.1.3 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 unless reasonable cause is shown.

- 6.2.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 6.2.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Audit Office shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 6.2.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

6.3. Applying for Leave

- 6.3.1 An application by an employee for leave under this award shall be made to and dealt with by the Audit Office
- 6.3.2 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 Schedule 3 of the *Public Sector Employment and Management Act 2002*.

6.5. Family and Community Service Leave

- 6.5.1 The Audit Office shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 6.5.2 of this clause. The Audit Office may also grant leave for the purposes in subclause 6.5.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 6.5.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 6.5.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 6.5.2.2 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;
 - 6.5.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - 6.5.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 6.5.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Audit Office considers the granting of family and community service leave to be appropriate in a particular case.

6.5.3 Family and community service leave may also be granted for:

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

6.5.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

6.5.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 6.14.4.2 of Annexure 4, Clause 6.14, Sick Leave to Care for a Family Member of this Annexure.

6.5.5 Family and community service leave shall accrue as follows:

6.5.5.1 two and a half days in the employee's first year of service;

6.5.5.2 two and a half days in the employee's second year of service; and

6.5.5.3 one day per year thereafter.

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

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

6.5.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with Annexure 4, Clause 6.14, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.

6.5.9 The Audit Office may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

6.6. Leave Without Pay

6.6.1 The Audit Office may grant leave without pay to an employee if good and sufficient reason is shown.

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

6.6.3 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.

6.6.4 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.

6.6.5 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 Auditor-General.

6.6.6 With the exception of leave without pay related to study leave, which may only be granted subject to conditions stated in the Audit Office Undergraduate Support Policy, 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.

6.6.7 No paid leave shall be granted during a period of leave without pay.

6.6.8 A permanent appointment may be made to the employee's position if:

6.6.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

6.6.8.2 the employee is advised of the Audit Office's proposal to permanently backfill their position; and

6.6.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their position; and

6.6.8.4 the Audit Office advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

6.6.9 The position cannot be filled permanently unless the above criteria are satisfied.

6.6.10 The employee does not cease to be employed by the Audit Office if their position is permanently backfilled.

6.6.11 Subclause 6.6.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 6.9.9.1(a) of Annexure4, Clause 6.9, Parental Leave or to military leave.

6.7. Military Leave

6.7.1 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.

6.7.2 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.

6.7.3 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 subclause 6.7.1 of this clause.

6.7.4 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.

6.7.5 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 6.7.3 of this clause may be granted Military Leave Top up Pay by the Auditor-General.

6.7.6 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.

6.7.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

6.7.8 At the expiration of military leave in accordance with subclause 6.7.2 or 6.7.4 of this clause, 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.

6.8. Observance of Essential Religious Or Cultural Obligations

6.8.1 An employee of:

6.8.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or

6.8.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.

6.8.2 Provided adequate notice as to the need for leave is given by the employee to the Audit Office and it is operationally convenient to release the employee from duty, the Audit Office must grant the leave applied for by the employee in terms of this clause.

6.8.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Audit Office, subject to:

6.8.3.1 Adequate notice being given by the employee;

6.8.3.2 Prior approval being obtained by the employee; and

6.8.3.3 The time off being made up in the manner approved by the Audit Office.

6.8.4 Notwithstanding the provisions of subclauses 6.8.1, 6.8.2 and 6.8.3 of this clause, arrangements may be negotiated between the Audit Office and the Association to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

6.9. Parental Leave

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

6.9.2 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:

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

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

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

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

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

6.9.3.2 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.

6.9.3.3 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 family and community service leave.

- 6.9.4 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:
- 6.9.4.1 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;
 - 6.9.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 6.9.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 6.9.5 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:
- 6.9.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 6.9.10 of this clause; and
 - 6.9.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 6.9.5.3 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.
- 6.9.6 Payment for parental leave is at the rate applicable when the leave is taken. An Employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 6.9.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - 6.9.6.2 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;
 - 6.9.6.3 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.
- 6.9.7 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:
- 6.9.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - 6.9.7.2 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
 - 6.9.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

6.9.8 Except as provided in subclauses 6.9.5, 6.9.6 and 6.9.7 of this clause parental leave shall be granted without pay.

6.9.9 Right to request

6.9.9.1 An employee who has been granted parental leave in accordance with subclause 6.9.2, 6.9.3 or 6.9.4 of this clause 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.

6.9.9.2 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.

6.9.10 Notification Requirements

6.9.10.1 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.

6.9.10.2 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 subclause 6.9.9 of this clause.

6.9.10.3 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.

6.9.10.4 Employee's request and the Audit Office's decision to be in writing

The employee's request under paragraph 6.9.9.1 and the Audit Office's decision made under paragraph 6.9.9.2 of this clause, must be recorded in writing.

6.9.10.5 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.

6.9.10.6 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.

- 6.9.10.7 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.
- 6.9.10.8 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.
- 6.9.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 6.9.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.9.12 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.
- 6.9.13 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.
- 6.9.14 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.
- 6.9.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 6.9.16 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.
- 6.9.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 6.9.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - 6.9.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - 6.9.17.3 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.
- 6.9.18 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.
- 6.9.19 If such adjustments cannot reasonably be made, the Audit Office 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.

6.9.20 Communication during parental leave

- 6.9.20.1 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.
- 6.9.20.2 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.
- 6.9.20.3 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 paragraph 6.9.20.1 of this subclause.

6.10. Purchased Leave

- 6.10.1 An employee may apply to enter into an agreement with the Audit Office to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 6.10.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Audit Office business needs and work demands.
- 6.10.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 6.10.1.3 The leave will count as service for all purposes.
- 6.10.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 6.10.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 6.10.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 6.10.3 Purchased leave is subject to the following provisions:
- 6.10.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 6.10.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 6.10.3.3 Sick leave cannot be taken during a period of purchased leave.
- 6.10.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation

- 6.10.3.5 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.
- 6.10.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.11. Recreation Leave

6.11.1 Accrual

- 6.11.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 6.11.1.2 Recreation leave accrues from day to day.

6.11.2 Limits on Accumulation and Direction to Take Leave

- 6.11.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Audit Office in special circumstances.
- 6.11.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Audit Office according to the wishes of the employee.
- 6.11.2.3 The Audit Office shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Audit Office.
- 6.11.2.4 The Audit Office shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Audit Office.
- 6.11.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Audit Office must cooperate in this process. The Department may direct an employee with more than 8 weeks to take their recreation leave

6.11.3 Conservation of Leave - If the Audit Office is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Audit Office shall:-

- 6.11.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 6.11.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 6.11.3.3 The Audit Office will inform an employee in writing on a regular basis of the employee's recreation leave accrual.

6.11.4 Miscellaneous

- 6.11.4.1 Unless a local arrangement has been negotiated between the Auditor-General and the Association, Recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 6.11.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

- 6.11.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 6.11.4.4 of this subclause.
- 6.11.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 6.11.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 6.11.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 6.11.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 6.11.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Annexure 4, Clause 6.9, Parental Leave.
- 6.11.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 6.11.4.9 An employee to whom paragraph 6.11.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 6.11.5 Death -Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 6.11.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 6.11.6.1 To the widow or widower of the employee; or
- 6.11.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 6.11.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Audit Office was, at the time of the employee's death, a dependent relative of the employee; or
- 6.11.6.4 If there is no person entitled under paragraphs 6.11.6.1, 6.11.6.2 or 6.11.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.
- 6.11.8 Recreation leave does not accrue during leave without pay other than
- 6.11.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 6.11.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 6.11.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;

- 6.11.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 6.11.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

6.12. Sick Leave

6.12.1 Illness in this clause and in clauses 6.13 and 6.14 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

6.12.2 Payment for sick leave is subject to the employee:

- 6.12.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- 6.12.2.2 Providing evidence of illness as soon as practicable if required by clause 6.13, Sick Leave - Requirements for Evidence of Illness of this award.

6.12.3 If the Audit Office is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Audit Office:

- 6.12.3.1 Shall grant to the employee sick leave on full pay; and
- 6.12.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.

6.12.4 The Audit Office may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:

- 6.12.4.1 is unable to carry out their duties without distress; or
- 6.12.4.2 risks further impairment of their health by reporting for duty; or
- 6.12.4.3 is a risk to the health, wellbeing or safety of other employees, Audit Office clients or members of the public.

6.12.5 The Audit Office may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.

6.12.6 Entitlements. An employee appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.

- 6.12.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 6.12.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 6.12.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 6.12.6.4 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

- 6.12.6.5 Notwithstanding the provisions of paragraph 6.12.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 6.12.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 6.12.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 6.12.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 6.12.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Audit Office 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.
- 6.12.8 Seasonal or relief employees - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

6.13. Sick Leave - Requirements for Evidence of Illness

- 6.13.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Audit Office in respect of the absence.
- 6.13.2 In addition to the requirements under Annexure 4, Clause 6.12.2, Sick Leave, an employee may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Audit Office. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Audit Office for each occasion absent for the balance of the calendar year.
- 6.13.3 As a general practice backdated medical certificates will not be accepted. However if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Audit Office is satisfied that the reason for the absence is genuine.
- 6.13.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.
- 6.13.5 If the Audit Office is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to a Workcover approved assessor for advice, in accordance with C2009-21 Transitional Arrangements Following Dissolution of HealthQuest.
- 6.13.5.1 The type of leave granted to the employee will be determined by the Audit Office based on the Workcover approved assessor's advice.
- 6.13.5.2 If sick 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.
- 6.13.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.

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

- 6.13.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Audit Office's discretion, another registered health services provider, or
- 6.13.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 6.13.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 6.13.7.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

6.13.8 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 sick leave to the employee as follows:

- 6.13.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 6.13.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

6.13.9 Subclause 6.13.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

6.14. Sick Leave to Care for a Family Member

6.14.1 Where family and community service leave provided for in Annexure 4, Clause 6.5, is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 6.14.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

6.14.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Audit Office may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

6.14.3 If required by the Audit Office to establish the illness of the person concerned, the employee must provide evidence consistent with Annexure 4, Clause 6.13.6, Sick Leave - Requirements for Evidence of Illness of this award.

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

- 6.14.4.1 The employee being responsible for the care and support of the person concerned; and
- 6.14.4.2 The person concerned being:-
 - (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or

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

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

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

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

6.15. Sick Leave - Workers Compensation

- 6.15.1 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 such assistance and advice, as necessary, in the lodging of any claim.
- 6.15.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.
- 6.15.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Audit Office shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 6.15.4 The Audit Office will ensure that, once received by the Audit Office, an employee's workers compensation claim is lodged with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 6.15.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Audit Office shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 6.15.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 6.15.7 An employee 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 employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
- 6.15.8 If an employee notifies the Audit Office that he or she does not intend to make a claim for any such compensation, the Audit Office shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 6.15.9 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 6.15.10 If the Audit Office provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

- 6.15.11 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*.
- 6.15.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:-
- 6.15.12.1 The employee's claim for workers compensation;
 - 6.15.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 6.15.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 6.15.12.4 Action taken by the Audit Office 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.

6.16. Sick Leave - Claims Other Than Workers Compensation

- 6.16.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-
- 6.16.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Audit Office to the employee; and
 - 6.16.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Audit Office the monetary value of any such period of sick leave.
- 6.16.2 Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Audit Office is satisfied that the refusal or failure is unavoidable.
- 6.16.3 On repayment to the Audit Office of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

6.17. Special Leave

6.17.1 Special Leave - Jury Service

- 6.17.1.1 An employee shall, as soon as possible, notify the Audit Office of the details of any jury summons served on the employee.
- 6.17.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Audit Office a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- 6.17.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Audit Office shall grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Audit Office shall grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.

- 6.17.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Audit Office.
- 6.17.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 6.17.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - 6.17.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - 6.17.3.3 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 the Audit Office for the required period.
- 6.17.4 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.
- 6.17.5 Special Leave - Examinations -
- 6.17.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Audit Office.
 - 6.17.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
 - 6.17.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 6.17.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 6.17.7 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 6.17.8 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Audit Office for such other purposes, subject to the conditions specified in the NSW Government Personnel Handbook at the time the leave is taken.
- 6.17.9 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 6.18 Leave for Matters Arising From Domestic Violence have been exhausted, the Audit Office 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

6.18. Leave for Matters Arising from Domestic Violence

- 6.18.1 The definition of domestic violence is found in clause 2, Definitions, of this award;

- 6.18.2 Leave entitlements provided for in clause 6.5 Family and Community Services Leave, 6.12 Sick Leave and 6.14, Sick Leave to Care for a Family Member, in Annexure 4 may be used by employees experiencing domestic violence;
- 6.18.3 Where the leave entitlements referred to in subclause 6.8.2 are exhausted, the Audit Office shall grant Special Leave as per clause 6.17.9;
- 6.18.4 The Audit Office 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;
- 6.18.5 Personal information concerning domestic violence will be kept confidential by the Audit Office;
- 6.18.6 The Audit Office 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.

SECTION 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 Part A, Clause 10.
- 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.

SECTION 8 - SHIFT WORK AND 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 Annexure 4, Part 2 Monetary Rates when directed by the Audit Office to be on call or on standby 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 Part A, Clause 10, 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

- 8.3.2 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.
- 8.3.3 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 by the Department at the appropriate rate specified in the relevant Department of Premier and Cabinet Circular on Allowances 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 or his/her delegate 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 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 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 where knowledge of each particular situation will enable appropriate judgements to be made.

- 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.

SECTION 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, are included in NSW Department of Premier & Cabinet Memorandum C2009-28, Review of Meal, Travelling and Other Allowances.

Table 1 - Allowances

As specified in the relevant Department of Premier and Cabinet circular on Allowances as issued from time to time.

C. G. STAFF J.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 85 of 2012)

Before The Honourable Mr Justice Staff

4 May 2012

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Conditions Fixed by Other Instruments of Employment
5.	Ranking Structure
6.	Salaries
7.	Allowances
8.	Progression and Promotion
9.	Increments
10.	Hours of Work
11.	Shiftwork
12.	Rostered Days Off
13.	Shift Handover
14.	Payment of Salary
15.	Overtime
16.	Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays
17.	Annual Leave Loading
18.	Higher Duties
19.	Permanent part-time
20.	Technological change
21.	Performance Management
22.	Work Health and Safety
23.	Dispute resolution procedures
24.	Professional Conduct
25.	Equity of Employment
26.	Harassment Free Workplace
27.	Anti-Discrimination
28.	Deduction of Association Membership and Legal Fund Fees
29.	Savings of rights
30.	No further claims
31.	General
32.	Area, Incidence and Duration

Schedule A - Agreed Procedures for the Settlement of
Grievances and Disputes

Schedule B - Memorandum of Understanding for
Correctional Officers, Corrective Services NSW

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the *Public Sector Employment and Management Act 2002*, or its replacement.

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

"Award" means this Award.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

"Corrective Services NSW (CSNSW)" means a division within the Department of Attorney General and Justice.

"Division Head" means the Director-General of the Department of Attorney General and Justice

"Day Worker" means an Officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 a.m. and 6.00 p.m.

"General Manager" means the person occupying or acting in the position of General Manager of a Correctional Centre or Superintendent of a work location.

"Correctional Officer" or "Officer" means and includes all adult persons employed under the provisions of the Act, permanently or temporarily, who on the date of commencement of this Award were occupying one of the positions covered by this Award or who, after such date, are appointed to one of such positions.

"Regulation" means the Public Sector Employment and Management Regulation 2009, or its replacement.

"Service" means continuous service in a position covered by this Award.

"Shift worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Division Head or delegate.

"Shift worker - non-continuous Shifts" means an officer who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

4. Conditions Fixed By Other Instruments of Employment

- (i) The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award 2009

- (ii) Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause (i) of this clause, the conditions of officers shall be determined by the provisions

of the Act, the Regulation and the New South Wales Public Service Personnel Handbook, or its replacement.

5. Ranking Structure

(i) Custodial Officers:

Senior Correctional Officer

First Class Correctional Officer 2nd year and thereafter

First Class Correctional Officer 1st year

Correctional Officer 2nd year and thereafter

Correctional Officer 1st year

Probationary Correctional Officer

(ii) Industrial Officers:

Senior Overseer

Overseer 2nd year and thereafter

Overseer 1st year

6. Salaries

(i) Salaries payable to officers covered by this Award shall be in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or an Award replacing it.

(ii) Salaries prescribed in this clause include a component for the previously paid:

environmental allowance

special duties allowance

clothing and laundry allowances (except for hosiery)

7. Allowances

The following allowances are payable subject to the conditions attached:

(i) Incidental - this is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems.

(a) This allowance shall be paid for all purposes. In the case of an officer acting in a higher duties capacity, the higher allowance shall be payable only if the officer has acted continuously in the position for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

(b) Correctional Officer

	Per annum effective first pay period commencing on or after 1 July 2011 \$
Probationary	871
1st year	1,308
2nd year and thereafter	1,747
1st Class - 1 st year	2,613
1st Class - 2nd year and thereafter	2,613
Senior Correctional Officer	4,354

(c) Industries and Maintenance

Overseer	2,613
Senior Overseer	4,354

- (d) This allowance is not payable to Probationary Correctional Officers whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation.
- (ii) Meals - in general, as shift workers, Correctional Officers are not entitled to meal monies except whilst on overtime.
- (iii) Mobile Work Camps - an amount of \$127 per day in addition to a normal shift payment at single time is payable to an officer rostered on a mobile work camp. This is an all incidence allowance to compensate for all out of hours activities for the remaining 16 hours each day for, among other things, acquisition of additional skills for training purposes, imparting skills to inmates, responsibilities for the security of equipment on a 24 hour basis, absence from their families and disabilities for being exposed to the elements.
- (iv) Hosiery allowance - an amount of \$120 per annum is paid to female Correctional Officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing).
- (v) Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award, or an award replacing it, during the term of this Award, by way of salary increase or other benefit to the public service, this Award shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award or replacement award.

8. Progression and Promotion

- (i) Officers, whose conduct and services are satisfactory, shall progress to the rank of Correctional Officer, subject to completion of twelve (12) months service as a Probationary Correctional Officer and having satisfactorily completed the appropriate training course/s as determined by CSNSW.
- (ii) Officers, who, having completed 12 months service on the Probationary rate, and who are refused progression to the rank of Correctional Officer, may request that the decision be reviewed by the Division Head or delegate.
- (iii) Officers, who have completed twelve (12) months service on the 2nd year and thereafter rate for Correctional Officer, shall progress to the rank of Correctional Officer, 1st Class, subject to the following criteria:
- Satisfactory conduct and services;
 - Completion of appropriate training course/s as determined by CSNSW;
 - Value, quality and scope of the work performed warrants such progression.

N.B. Satisfactory conduct and services includes, but is not limited to, the following:

- (d) satisfactory sick leave record;
- (e) punctual attendance;
- (f) proper standard of dress and grooming;
- (g) no proven misconduct charges in the previous twelve (12) months.

Value, quality and scope of work performed shall include:

- (h) capacity to undertake the more difficult posts with efficiency and economy;
 - (i) capacity to supervise and direct junior officers;
 - (j) high standard and accuracy of written reports;
 - (k) capacity to interact in a positive manner with other officers;
 - (l) being pro-active rather than reactive.
- (iv) Provided that officers who have not completed the training courses as determined under paragraph (iii)(b) by reason only of CSNSW exigencies shall not be prejudiced in their eligibility to progress.
 - (v) Correctional Officers, who, having completed 12 months service on the 2nd year and thereafter rate and who are refused progression to the rank of Correctional Officer, 1st Class, may request that the decision be reviewed by the Division Head or delegate.
 - (vi) Promotion to ranks above Correctional Officer, 1st Class, shall be in accordance with the provisions of Chapter 2 of the Act.

9. Increments

- (i) The payment of increments under the scales of salaries prescribed by this Award shall be subject to approval by the Division Head or delegate and pursuant to the increment provisions of the Regulation except where varied by this Award.
- (ii) Four weeks prior to the date on which an officer will become eligible for an annual increment of salary, the General Manager shall report to the Division Head or delegate as to the conduct and manner in which the duties of the officer have been performed.
- (iii) In cases where the recommendation of the General Manager is adverse to the granting of an increment, and such recommendation has been approved by the Division Head or delegate, the officer shall have a right of appeal as provided for under Part 7 Public Sector Promotion and Appeal of the *Industrial Relations Act 1996*

10. Hours of Work

- (i) The ordinary hours of work for day workers shall be 38 hours per week averaged over a 28-day roster cycle, to be worked Monday to Friday inclusive, provided that by agreement between the parties ordinary hours up to a maximum of twelve (12) hours per day may be worked without the payment of overtime. Meal allowances are not applicable.
- (ii) The ordinary hours of work for shift workers shall be 38 hours per week averaged over a 28-day roster cycle, provided that shifts of up to twelve (12) hours may be worked without the payment of overtime. Meal allowances are not applicable.

- (iii) Time taken in partaking of meals shall not count towards working time, unless such meal is taken as a crib break.
- (iv) A crib break is an entitlement to a paid break of 20 minutes to be taken between the 3rd and 5th hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location but away from inmates) with officers being available to respond to any situation should they be required during the 20 minute break.
- (v) During the Daylight Saving changeover, an officer working a rostered shift will receive payment for a standard shift i.e. 8 hours plus shift allowance irrespective of whether the hours actually on duty are 7 or 9. However, if an officer is working an overtime shift, the officer is paid the actual hours worked i.e. either 7 or 9 hours.

11. Shiftwork

- (i) For the purpose of this clause -
 - "Early Morning Shift" means any shift commencing before 6.00 am.
 - "Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.
 - "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.
- (ii) Officers who work shiftwork shall be paid the following allowances other than at weekends or on public holidays:

Early morning shift	10%
Afternoon shift (C or D watch)	15%
Night Shift (B watch)	17½%

12. Rostered Days Off

- (i) The hours of work prescribed in clause 10, Hours of Work of this award shall be worked on the basis of a rostered day off in each 20 working days of a 28-day roster cycle. Officers shall accrue 0.4 of an hour each 8-hour day towards having the 20th day off with pay, subject to subclauses (iii) and (iv) of this clause.
- (ii) An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, rostered days off shall be consecutive with other days off.
- (iii) Once set, the rostered day off may not be changed in a current 28-day roster cycle without agreement between the officer and his or her supervisor. Where the rostered day off is changed by agreement, another day shall be substituted in the current roster cycle. Should this not be practicable the rostered day must be given and taken in the next roster cycle.
- (iv) The maximum number of rostered days off prescribed in subclause (i) of this clause shall be 12 days per annum. There shall be no accrual to a rostered day off during the first four (4) weeks of recreation leave.
- (v) All other paid leave shall contribute towards the accrual of rostered days off except where paid workers compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.

13. Shift Handover

- (i) The salaries paid to Correctional Officers and the application of a 38-hour week recognises that additional time may be involved for an officer at the time of shift handover in:
 - (a) briefing incoming officers.

- (b) incoming officers parading prior to relieving security posts, towers, etc.
 - (c) undertaking weapons safety check in the presence of the incoming and outgoing officer.
- (ii) There shall be no overtime hours paid for this work.

14. Payment of Salary

- (i) Officers shall be paid according to an average of 38 ordinary hours per week, although more or less than 38 ordinary hours may be worked in any particular week.
- (ii) Officers shall have their salaries paid into an account with a bank or other financial institution in New South Wales, as nominated by the officer. Salaries shall be deposited in sufficient time to ensure that monies are available for withdrawal by officers no later than the appropriate payday.

15. Overtime

- (i) The conditions of the Conditions Award or its replacement shall apply, provided that in establishments where extended ordinary hours and/or extended shift hours apply, officers working an overtime shift of 8 hours or more shall be eligible for one (1) meal allowance only.

16. Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays

- (i) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award, or its replacement.
- (ii) Officers engaged as shift workers - continuous shifts under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:
 - (a) For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.
 - (b) For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.
 - (c) When rostered off on a public holiday - no additional compensation or payment.
 - (d) When rostered on a public holiday and work performed - additional payment at the rate of half time extra.
 - (e) Recreation leave at the rate of six weeks per annum inclusive of any public holiday/s.
 - (f) Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of twelve months from. 1 December one year to 30 November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- (iii) The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:

- (a) Where the employment of an officer is terminated, or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1st December until the date of termination, resignation or retirement.
- (b) Payment shall be at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.

17. Annual Leave Loading

- (i) The Annual Leave loading payable to all Correctional Officers engaged as shift workers shall be 20% in lieu of all other entitlements under this heading.
- (ii) Annual Leave loading payable to Correctional Officers who are day workers shall be paid in accordance with the provisions of the Conditions Award.

18. Higher Duties

- (i) Subject to this clause, an officer who is required to perform duties in a higher position covered by this Award shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- (ii) Officers employed in the classification of Probationary Correctional Officer or Correctional Officer shall not be entitled to be paid the allowance prescribed in subclause (i) of this clause when performing duties of Correctional Officer or Correctional Officer 1st Class.
- (iii) An officer who is required to perform duties in a higher position covered by the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009 (or any award succeeding or replacing that award) shall be paid an allowance equal to the difference between the officer's present salary and 95% of the '5 day' salary prescribed for the higher position. Any weekend or overtime penalty rates payable under this award will be applicable to this higher duties allowance.
- (iv) The higher duties allowance payable under subclause (iii) of this clause shall be included in salary for the purposes of calculating overtime only if the duties carried out during the period of overtime are those of the higher position and provided the salary and allowance does not exceed the maximum rate for Clerk Grade 8, as varied from time to time, when the rate payable for directed overtime shall be at the maximum rate for Clerk, Grade 8 plus \$1.00.
- (v) The higher duties allowance payable under subclauses (i) and (iii) of this clause shall be paid for each day the officer acts in the higher position.
- (vi) The provisions of paragraph (i)(a) of clause 7 Allowances of this award shall not apply to the payment of higher duties.

19. Permanent Part-Time

- (i) CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- (ii) Part-time arrangements must be acceptable to both CSNSW and the officer and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

20. Technological Change

- (i) The introduction of technological changes shall be undertaken in accordance with the provisions of the Conditions Award or its replacement.

21. Performance Management

- (i) CSNSW's Performance Management System shall be used as a process of identifying, evaluating and developing work performance. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- (ii) Any officer who fails to gain a satisfactory performance appraisal will be counselled and a detailed developmental program will be negotiated to enable officers to reach satisfactory performance as outlined in CSNSW's Performance Management System.

22. Work Health and Safety

- (i) The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces by:
 - (a) assisting the Director-General Department of Premier and Cabinet and the Association in the development of policies and guidelines for CSNSW on Occupational Health, Safety and Rehabilitation;
 - (b) the implementation of such policies and guidelines within CSNSW;
 - (c) establishing consultative mechanisms and structures within CSNSW, to identify and introduce safe systems of work, safe work practices and working environments; to develop strategies to assist the rehabilitation of injured staff members; and to determine the level of responsibility to achieve these objectives. This will assist to achieve the objects of the *Work Health and Safety Act 2011*, the Regulation and Codes of Practice made under this Act, and the *Workplace Injury Management and Workers Compensation Act 1998* and the *Workers Compensation Act 1987*.
 - (d) identifying training strategies for officers, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness.
 - (e) directly involving the Division Head or delegate in the provisions of paragraphs (a) to (d) of this subclause.
- (ii) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

23. Dispute Resolution Procedures

- (i) The Grievances/Disputes Procedures as attached at Schedule A shall apply.

24. Professional Conduct

- (i) Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.
- (ii) Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the CSNSW Code of Conduct in the performance of their duties.
- (iii) All officers will be professional in their conduct with the public, other staff and inmates.
- (iv) Officers shall comply with the requirements of the CSNSW Dress Manual and will ensure their dress and grooming are of the highest standard.

25. Equity of Employment

- (i) The parties are committed to providing a work environment which promotes the achievement of equity and the elimination of discrimination in employment.

- (ii) Officers with supervising responsibilities shall ensure that all staff under their supervision are treated equitably and without bias or prejudice.

26. Harassment Free Workplace

- (i) The parties are committed to ensuring that officers work in an environment free of harassment. Harassment on the grounds of sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender is unlawful in terms of the *Anti-Discrimination Act 1977*.
- (ii) Harassment is any repeated, uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable or unpleasant.
- (iii) Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- (iv) Harassment on any grounds including, but not limited to, sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender will not be condoned by CSNSW or the Association.
- (v) Correctional Officers shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- (vi) All Correctional Officers are required to refrain from perpetuating, or being party to, any form of harassment.
- (vii) Where a claim of harassment is made, and with consultation with the Association, and CSNSW considers there is reasonable grounds for considering harassment has occurred, the alleged offending officer is to be transferred to another work location until the matter is fully investigated.

27. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer 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:
 - (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.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

- (a) CSNSW and its officers may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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.

28. Deduction of Association Membership and Legal Fund Fees

- (i) The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.
- (ii) The Association shall advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to CSNSW at least 28 days in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, CSNSW shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.
- (iv) Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- (v) Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees shall be deducted by CSNSW on a fortnightly basis.

29. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

30. No Further Claims

- (i) It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to Correctional Officers.

31. General

- (i) Nothing in this Award shall be construed as restricting the Division Head or delegate to alter the duties of any position or to abolish any position covered by this Award in consultation with the Association.

32. Area, Incidence and Duration

- (i) This Award shall apply to all officers as defined in clause 5, Ranking Structure, of this Award.

- (ii) 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) take effect on and from 4 May 2012.
- (iii) Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G.130) have been incorporated into this award as part of the review.
- (iv) The Prison Officers (Settlement of Grievances and Disputes) Agreement, Agreement No. 2471 of 1984 is rescinded and replaced by Schedule A of this award.

SCHEDULE A

Agreed Procedures for Settlement of Grievances and Disputes

1. Objectives

- 1.1 The object of these procedures is the improvement of industrial relations and the development of a spirit of co-operation within CSNSW.
- 1.2 The parties acknowledge the desirability, in the interests of all concerned of industrial claims being dealt with expeditiously and without resort to industrial action.
- 1.3 It is the intention that as CSNSW is an essential service industry, problems and disputes should be resolved by discussion and the adoption of common-sense solutions rather than by the resort to industrial action.
- 1.4 It is recognised that proper consultation and communication within CSNSW are of the utmost importance for its effective operation and for the administration of its functions.
- 1.5 There shall be co-operation at all levels to ensure the final resolution of disputes expeditiously.
- 1.6 Compliance with the spirit and intent of this agreement as well its terms, is accepted as essential to the achievement of a better working atmosphere for Correctional Officers and to ensuring a stable environment for inmates.
- 1.7 The officials of the POVB and of the sub-branches shall be recognised as having, within their respective spheres, an essential role and responsibility in the handling of industrial disputes and in representing Correctional Officers, but with due regard to their responsibilities as Correctional Officers.
- 1.8 These procedures are not intended to limit the powers of tribunals under the *Industrial Relations Act* 1996 but are designed to facilitate the process of conciliation and the settlement of industrial disputes by amicable arrangements as envisaged by the *Industrial Relations Act* 1996. All matters filed pursuant to the *Industrial Relations Act* 1996 shall be dealt with in accordance with it.
- 1.9 It is the intention that normally the agreed procedure shall be followed in processing industrial disputes but it may be necessary by agreement to by-pass some of the steps in the procedure in attempting to achieve a speedy resolution in specific instances.

2. Definitions

In this Schedule, the definitions as listed in Clause 3 Definitions of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award shall apply. In addition to those definitions, the following definitions shall also apply:

- 2.1 "POVB" means the Prison Officers' Vocational Branch of the Association.
- 2.2 "Sub-branch" means the sub-branch of the POVB covering the workplace concerned.

- 2.3 "Industrial dispute" means a dispute or claim with regard to or affecting the conditions of employment of Correctional Officers.
- 2.4 "Industrial action" includes a refusal to work or the imposition of work bans or limitations.
- 2.5 "Workplace" includes correctional centre, courts, head or regional office.
- 2.6 "Working days" means days on which the office of CSNSW is open for business.
- 2.7 "Management Committee" means the Management Committee of the POVB.
- 2.8 "State Executive" means such of the Chairman, Vice Chairman and Hon. Secretary of the POVB (whose election has been notified by the Association to CSNSW) and Country Vice Chairman as are at the time available.
- 2.9 "Sub-branch Executive" means such of the duly elected Executive of the sub-branch (whose election has been notified to the General Manager of the workplace concerned) as are at the time available.
- 2.10 "Officials" means in the case of the POVB the State Executive and in the case of a sub-branch the sub-branch executive or such of the members of the respective bodies as are at the time available.
- 2.11 "Local issue" means an industrial claim which relates solely to a particular workplace.
- 2.12 "State-wide issues" means any industrial dispute which is not a local issue or is one which directly affects Correctional Officers at more than one workplace.

3. Procedure in Local Issues

- 3.1 The sub-branch Executive shall immediately notify the General Manager of the existence of any industrial dispute or of any resolution passed at a meeting of members of a sub-branch and which may give rise to an industrial dispute.
- 3.2 The General Manager, as the person responsible for the day-to-day running of the workplace, shall endeavour to resolve the matter in discussion with the sub-branch Executive or in the case of the Long Bay Correctional Complex with an official of the sub-branch and a local workplace delegate.
- 3.3 If any industrial dispute cannot be resolved at this level the matter shall be referred to next appropriate higher level of management who shall attempt to resolve the matter.
- 3.4 That manager shall advise the next most appropriate higher level of management immediately of any matter which is likely to lead to an industrial dispute or which affects the conditions of employment of Correctional Officers and which has not been resolved in the procedures in sub clause 3.2 and 3.3, who shall immediately seek to resolve the matter.
- 3.5 Where the procedures of sub clause 3.2, 3.3 and 3.4 do not lead to resolution of the industrial dispute, the State Executive shall be advised accordingly by the sub-branch Executive. The State Executive shall consider the matter promptly and, after discussion if necessary with the sub-branch Executive, shall refer the same to the Association.
- 3.6 The Association and CSNSW shall each immediately notify the other of any industrial dispute which is referred to either of them and shall take prompt steps seeking to resolve the dispute by consultation.
- 3.7 If the Association and CSNSW are unable to resolve the dispute it shall be immediately notified by one of the parties, pursuant to the *Industrial Relations Act 1996*, to be dealt with in accordance with the *Industrial Relations Act 1996*.

4. Procedure in State-Wide Issues

- 4.1 Any resolution of a sub-branch which is endorsed by the State Executive or any resolution of the management committee which may lead to an industrial dispute, shall be referred by the officials concerned to the Association which shall notify it to CSNSW. The Association and CSNSW shall take prompt steps seeking to settle the matter by consultation.
- 4.2 If the Association and CSNSW are unable to resolve the dispute it shall be immediately notified by one of the parties pursuant to the *Industrial Relations Act 1996* to be dealt with in accordance with the *Industrial Relations Act 1996*.

5. General Procedures

- 5.1 The agreed procedures shall not be taken as an acknowledgement that industrial action by Correctional Officers will be necessary or proper.
- 5.2 All sub-branch meetings shall be fully advertised with as much notice as possible. The General Manager shall be given proper and adequate notice of any sub-branch meeting which it is proposed to hold.
- 5.3 If a resolution be carried at any sub-branch meeting calling for or suggesting industrial action, the sub-branch Executive shall immediately notify the State Executive and the Association of the terms of the resolution and it shall not be implemented until all the agreed procedures have been completed.
- 5.4 At least 3 clear working days' notice shall be given by the State Executive to the Association and CSNSW of any intention or proposal for all or any members of the POVB to take industrial action.
- 5.5 No industrial action shall be taken until the agreed procedures have been completed or until a dispute notified pursuant to the *Industrial Relations Act 1996* has been heard and determined.
- 5.6 CSNSW maintains that as it has the responsibility for the direction, control and management of workplaces, it has the right itself or through its appropriate Executive Staff to make the necessary management decisions.
- 5.6.1 Nevertheless CSNSW acknowledges the desirability of employees being consulted before the introduction of changes or innovations which will have a significant impact upon established work practices and procedures affecting Correctional Officers. It is accepted that the term significant impact is difficult to define and may convey different meanings to different people but it is intended to indicate changes which have a real and important as distinct from a minor or incidental effect on Correctional Officers.
- 5.6.2 As a gesture of its good intentions and in recognition of the willingness of the Correctional Officers to agree not to resort to industrial action and of the declared intention of the Association and the Correctional Officers to adhere to these procedures, CSNSW undertakes that:
- (a) the Association will be advised of any such changes or innovations which are to be introduced where they affect more than one workplace.
 - (b) the Sub-branch Executive will be advised by the General Manager of any such changes or innovations proposed within a workplace other than on a day-to-day basis.
- 5.6.3 In the event of the Association or the POVB, or the sub-branch as the case may be, requesting consultation such consultation shall take place before the changes or innovations are made.
- 5.6.4 If there is continuing disagreement between the Association and CSNSW with regard to any such proposed change or innovation notification of the dispute shall be given pursuant to the *Industrial Relations Act 1996*. The proposed change or innovation shall not be implemented by CSNSW until the matter has been referred to and dealt with by the Industrial Relations Commission.

- 5.6.5 There is no expectation that matters which are clearly within the prerogative of management will be decided by that Commission nor that it would substitute its view for that of management but it is anticipated that the Industrial Relations Commission could consider taking action where the issue clearly called for its involvement.
- 5.6.6 CSNSW reserves the right to implement a change before completion of the agreed procedures if there be special circumstances which make the postponement of the change unreasonable.
- 5.6.7 No party shall be prejudiced as to the final settlement by action in conformity with the agreed procedures.
- 5.7 While the agreed procedures are being pursued, work shall proceed without interruption and in accordance with the instructions of the General Manager.
- 5.8 Nothing in the agreed procedures is intended to limit the right of any party from at any stage referring the matter pursuant to the *Industrial Relations Act 1996*.

6. Safety and Security

- 6.1 The policy of the Association is that no officer shall be required to work in a position which is unsafe but it does not support any reliance upon a pretext of safety to justify a refusal of duty where no real personal risk is involved. Accordingly notwithstanding the agreed procedures the Association upholds the right of Correctional Officers to vary the procedures where the safety of officers genuinely arises.
- 6.2 The nature of the occupation of Correctional Officers is such that there is a constant risk of an attack upon a Correctional Officer by an inmate and CSNSW accepts its obligation to take proper precautions to ensure the safety at work of its officers. However, it claims the right ultimately to decide the arrangements which are appropriate for ensuring the safety of the officers and it regards the running of each workplace in the most efficient manner and the staffing of posts on a day-by-day basis is to be the responsibility of the General Manager but consistent with CSNSW's policy that a "sight or sound" principle be observed in maximum security (A category) correctional centres. It is recognised that there will be genuine differences of opinion on questions of the safety of officers and the staffing of posts. A resolution of any of these differences is to be sought by a proper consideration of all aspects of the issue.
- 6.3 No officer shall leave an armed post or agreed security post unstaffed until relieved by another officer or by another person authorised by the General Manager who shall arrange such relief within the period which has previously been agreed with the sub-branch Executive.

SCHEDULE B

MEMORANDUM OF UNDERSTANDING FOR CORRECTIONAL OFFICERS, DEPARTMENT OF ATTORNEY GENERAL AND JUSTICE - CORRECTIVE SERVICES NSW

This Memorandum of Understanding:

- (i) Regulates the conditions of service of Correctional Officers, as defined in the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award, other than those conditions of service reflected in the aforementioned Award.
- (ii) Is complementary to the Award and covers issues excluded, in whole or part, from the Award, but that still pertain to certain aspects of conditions of employment.
- (iii) Reflects the agreed position between the Division Head or delegate and the General Secretary of the Public Service Association of NSW.
- (iv) Provides a framework for consultation between CSNSW and the Association to monitor progress on issues and changes.

Intent

The parties acknowledge that the Award and Memorandum of Understanding have been entered into on the basis of a shared commitment to the achievement of a progressive and professional correctional management within CSNSW. In this pursuit, the Award and Memorandum of Understanding consolidate existing conditions of service and introduce changes to some of the terms and conditions of service of Correctional Officers in order to increase productivity and flexibility and to enhance the professional development of these officers.

Key Initiatives of the Award and Memorandum of Understanding

The Award and the Memorandum of Understanding are based on the following key initiatives:

a continued commitment to Area and Case Management and the development of a professional correctional service;

to introduce an incidental allowance for Correctional Officers to compensate for additional responsibilities;

to provide appropriate training and career development opportunities for Correctional Officers;

introduction of cyclic rostering subject to a successful trial and subsequent agreement between the parties;

cessation of entitlement to rations;

contracting out of the purchasing function of the inmate buy ups;

to introduce a performance management system;

reduction in the number of positions as agreed by the parties;

restructuring of positions within Corrective Services Industries covered by this Award;

joint participation in the Custodial Workplace Committee (CWC) to undertake a review to promote work safety, staff welfare, mental and physical health promotion and support;

to encourage the orderly and amicable settling of differences;

to promote a workplace that is free from prejudice, discrimination and harassment.

The parties agree to the following provisions applying during the term of the Award or until varied by agreement between the parties:

1. Family Day

CSNSW agrees to continue to allow officers to attend, on one occasion per year, the family day arranged by CSNSW. Due to the requirement to maintain service to the correctional centres a family day is arranged twice a year. An officer's attendance at family day is at CSNSW's convenience.

2. Skills and Career Development

- (i) It is the aim of the parties that Correctional Officers shall be provided with the maximum opportunities for training and development such that they will form a highly skilled and committed workforce, enjoying maximum job satisfaction. An integral part of this process shall be consultation with the Association and individual officers. Correctional Officers recognise that their individual career development is a joint responsibility, shared between the officer and CSNSW.

- (ii) CSNSW agrees to set up a joint working party to review the training requirements of all Correctional Officers.
- (iii) Correctional Officers will move between tasks and functions within a correctional centre or work location and within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW.
- (iv) Correctional Officers, by mutual agreement, will move between tasks and functions within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW, provided that in moving these officers between tasks and functions CSNSW, the Association and POVB will have regard to the career development needs of individuals; the efficient organisation of work; and personal, family and geographic considerations.
- (v) Processes will be adopted to facilitate the skills enhancement and career development opportunities of Correctional Officers, whilst improving the effectiveness of CSNSW. Without limiting the development of further initiatives, the following processes shall be utilised:
 - temporary filling of vacant positions;
 - job rotation;
 - transfers;
 - secondment;
 - provision of training relevant to the needs of the individual and the requirements of CSNSW.
- (vi) Subclauses (i) - (v) do not replace the authority of the Division Head or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the Public Sector Employment and Management Act 2002 to meet CSNSW staffing requirements.

3. Transfers

- (i) Requests for transfers on compassionate grounds are at the expense of the officer.
- (ii) Other requests for transfers will be in accordance with CSNSW Base Grade Prison Officer Transfer Policy.
- (iii) Transfers at the rank of Senior Correctional Officer will be by consultation between the parties.
- (iv) Subclauses (i)-(iii) do not replace the authority of the Division Head's or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the Public Sector Employment and Management Act 2002 to meet CSNSW staffing requirements.

4. Consultative Mechanisms

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of CSNSW's operations. A consultative committee will be established consisting of management, Association and POVB representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or Memorandum of Understanding or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award and Memorandum of Understanding, and thereafter.

5. Meal Allowances

Meal monies - generally

- (i) Correctional Officers are not entitled to payment of meal monies under Part 5 Division 3 Meal Allowances of the Public Sector Employment and Management (General) Regulation 1996 as clause 39 states:

"This Division does not apply to a person:

- (a) who is engaged in regular shift work, and
- (b) who is entitled to an allowance of the kind referred to in this Division under a State industrial instrument or public service determination."
- (ii) Security Unit personnel, escort crews, Strategy To Eliminate Drugs (STED), Internal Investigations Unit (IIU) and Dog Unit personnel have areas of responsibility and when operating within those areas they are considered to be performing normal duties. They are required as part of their normal duties to travel to other locations and are supplied with a CSNSW vehicle to undertake the travel. In the case of the Dog Unit, they are supplied with a CSNSW vehicle to ensure that they are able to respond directly from their residences. However points (iii)-(vii) hereunder will also apply where appropriate.

Exceptions

Meal monies - Overtime

- (iii) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers working double shifts as per approval from the then Public Service Board in 1979.
- (iv) An allowance at the rate equivalent to the Breakfast rate for overtime under Conditions Award is payable to officers who are called for duty on overtime at least 1 hour before their rostered starting time and who are required to commence this overtime at or before 6.00 am.
- (v) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers who are required to work a minimum of 1½ hours overtime at the end of their rostered shift and such overtime continues beyond 6.00 pm as per approval from the then Public Service Board in 1980.

Inability to take a meal break between the 3rd and 5th hour - Transport Branch only

- (vi) An amount equivalent to the rate for Lunch money for overtime under the Conditions Award for "A" watch and Dinner money for "C" watch will be paid to those officers who are unable to take a twenty minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift.
- (vii) This allowance will be paid in lieu of overtime and will only occur in emergency or extreme circumstances as CSNSW is obliged to provide appropriate breaks in accordance with Work Health Safety requirements.

6. Operational Agreements

That the parties will develop an Operational Agreement or equivalent, at each correctional centre or each relevant workplace.

NOTE: The Memorandum of Understanding was made on 19 February 1998 and published with the Crown Employees (Prison Officers, Department of Corrective Services) Award on 5 March 1999 (308 IG 557).

C.G. STAFF *J*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 154 of 2011)

Before The Honourable Justice Boland, President

3 July 2012

VARIATION

1. Delete subclause (ii) of clause 7, Allowances of the award made 4 May 2012, and insert in lieu thereof the following:
 - (ii) Meals - in general Correctional Officers are not entitled to meal monies except as provided for in clause 5 of Schedule B.
2. Insert after subclause (iv) of clause 10, Hours of Work the following new subclause (v), and renumber the existing subclause (v) to read as subclause (vi).
 - (v) If a crib break referred to in subclause (iv) is not able to be taken, a Crib Break Penalty may be applicable as set out in clause 5 of Schedule B of this Award.
3. Delete subclauses (i) and (ii) of clause 5, Meal Allowances, in Schedule B, and insert in lieu thereof the following:
 - (i) Correctional Officers are not generally entitled to payment of meal monies other than for the exceptions listed in subclauses (iii) - (vii).
 - (ii) Correctional Officers employed in the following units within Security and Investigations - Court Escort & Security Unit (CESU), Statewide Emergency Unit, K9 Unit - have areas of responsibility and when operating within those areas they are considered to be performing normal duties. Officers are required as part of their normal duties to travel to other locations and are supplied with a CSNSW vehicle to undertake the travel. In the case of the K9 Unit, officers are supplied with a CSNSW vehicle to ensure that they are able to respond directly from their residences. Meal allowances are generally not payable other than for the exceptions listed in subclauses (iii) to (vii).
4. Delete subclauses (vi) and (vii) of clause 5, in Schedule B, and insert in lieu thereof the following:

Meal Monies - inability to take a meal break between the 3rd and 5th hour.

 - (vi) A Member of Staff performing Authorised External Escorts who is unable to take a twenty (20) minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift will be paid an allowance - called a Crib Break Penalty:
 - (a) For "A" watch an amount equivalent to the rate for lunch money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

- (b) For "C" watch an amount equivalent to the rate for dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.
- (c) For "B" watch an amount equivalent to the rate for breakfast money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

For the purposes of this clause:

"Authorised External Escort" includes but is not limited to medical/hospital escorts, funeral escorts, officer escorts and Court Escort & Security Unit (CESU) officers. It does not include escorting and/or supervising inmates or offenders on Mobile Outreach Programs, Community Partnership Programs or in a community setting.

"Member of Staff" means an officer, a temporary employee or a casual employee as defined in the Public Sector Employment and Management Act 2002.

- (vii) The Crib Break Penalty set out in subclause (vi) above is in lieu of overtime.

- 5. This variation shall take effect on and from 3 July 2012.

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF CORRECTIVE SERVICES) AWARD 2007 FOR
KEMPSEY, DILLWYNIA AND WELLINGTON CORRECTIONAL
CENTRES**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 86 of 2012)

Before The Honourable Mr Justice Staff

13 April 2012

REVIEWED AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Title
3. Definitions
4. Conditions Fixed by Other Instruments of Employment
5. Principles of Understanding
6. Hours of Work
7. Shiftwork
8. Rostered Day Off
9. Shift Handover
10. Single Rate for Additional Hours
11. Ranking Structure
12. Allowances
13. Recreation Leave
14. Annual Leave Loading
15. Higher Duties
16. Performance Management
17. Permanent Part-time
18. Professional Conduct
19. Equality of Employment and Elimination of Discrimination
20. Harassment-Free Workplace
21. Anti-Discrimination
22. Work Health and Safety
23. Flexible Working and Operational Arrangements
24. Deduction of Association Membership and Legal Fees
25. Grievance and Dispute Resolution Procedures
26. No Further Claims
27. General
28. Savings of Rights
29. Area, Incidence and Duration

PART B

Schedule 1 - Salaries and Incidental Allowances
Schedule 2 - Other Allowances

Attachment A - Kempsey Staffing Profile
Attachment B - Dillwynia Staffing Profile

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the Public Sector Employment and Management Act 2002, or any replacement Act.

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

"Award" means this Award.

"Division Head" means the Director-General of the Department of Attorney General and Justice.

"Day Worker" means an officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.

"Corrective Services NSW CSNSW" means a division within the Department of Attorney General and Justice.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its replacement.

"Officer" means and includes all adult persons (as defined by the Act), permanently or temporarily, who on the date of commencement of this Award were occupying one of the positions covered by this Award or who, after such date, are appointed to one of such positions.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Personnel Handbook" means the New South Wales Government Personnel Handbook published by the Public Service Commission, as updated from time to time

"Regulation" means the Public Sector Employment and Management Regulation 2009.

"Shift Worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Commissioner.

"Shift Worker - Non-continuous Shifts" means an officer who is not a day worker or a shift worker - continuous shifts.

4. Conditions Fixed By Other Instruments of Employment

4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Correctional Officers, Department Attorney General and Justice - Corrective Services NSW) Award

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award

- 4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of officers shall be determined by the provisions of the Act, the Regulation, and the New South Wales Public Service Personnel Handbook, or its replacement.

5. Principles of Understanding

- 5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices. In meeting this commitment, the Award provides the terms and conditions of custodial and industrial officers working in positions at Kempsey, Dillwynia and Wellington Correctional Centres which are aimed at increasing productivity and flexibility in the conduct of these Centres' operations.
- 5.2 The parties are committed to implement changes to rostering practices and procedures through the promulgation of a 12-week roster comprising three roster cycles and with the preparation of rosters to be undertaken from a centralised location under the control of the Division Head or delegate.
- 5.3 The parties agree that there will be an amicable settlement of disputes through the establishment of effective consultative mechanisms and a joint commitment to closely adhere to the grievance and dispute settlement procedures contained in this Award.

6. Hours of Work

- 6.1 The ordinary hours of employment for day workers shall be an average of 38 per week in each roster cycle to be worked Monday to Friday inclusive, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.2 The ordinary hours of employment for shift workers shall be an average of 38 hours per week in each roster cycle, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.3 Time taken in partaking of meals shall not count as working time, unless such meal is taken as a crib break.
- 6.4 A crib break is an entitlement to a paid break of 20 minutes to be taken between the third and fifth hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location, but away from inmates) with officers being available to respond to any situation should they be required during this break.

7. Shift Work

- 7.1 For the purpose of this clause:

Early morning shift means any shift commencing before 6.00 am.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.

7.2 Officers up to and including the ranks of Senior Correctional Officer and Senior Overseer classified as shift workers shall be paid the following allowances other than at weekends or on public holidays:

	Percentage
Early morning shift	10%
Afternoon	15%
Night Shift	17 ½ %

7.3 In the event that an officer is rostered on for duty during the Daylight Savings changeover, the officer will receive payment for a standard shift only, i.e. eight hours plus shift allowance if entitled; irrespective of whether the hours worked are seven or nine. An officer working additional hours during the Daylight Savings changeover, will receive payment if entitled under clause 10, based on the actual hours worked i.e. either 7 or 9 hours depending on whether it is the start or finish of daylight saving.

7.4 Officers up to and including the ranks of Senior Correctional Officer or Senior Overseer engaged as continuous shift workers under the Award and who are regularly required to perform rostered duty on Saturdays, Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:

7.4.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

7.4.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.

7.4.3 When rostered off on a public holiday - no additional compensation or payment.

7.4.4 When rostered on a public holiday and work performed - additional payment at the rate of half time extra.

7.4.5 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

7.4.6 Officers above the ranks of Senior Correctional Officer or Senior Overseer engaged as a shift worker receive an annualised salary and therefore are only entitled to the additional payment in subclause 7.4.5.

7.5 The additional payment shall be made after 1 December in each year for the preceding 12 months, provided that:

7.5.1 Where the employment of an officer is terminated, or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until the date of termination, resignation or retirement.

7.5.2 Payment shall be made at the rate applying as at 1 December each year, or at the date of termination, resignation or retirement.

8. Rostered Day Off

- 8.1 This clause does not apply to officers above the rank of Senior Correctional Officer or Senior Overseer.
- 8.2 The hours of work prescribed in subclauses 6.1 and 6.2 above shall be worked on the basis of a rostered day off in each 20 working days of a 28 day roster cycle. Each full-time officer shall accrue 0.4 of an hour each eight-hour day towards having the 20th day off with pay.
- 8.3 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off.
- 8.4 Once set, the rostered day off may not be changed in a current roster cycle unless there are agreed unforeseen circumstances prevailing or for other agreed purposes. Where such circumstances exist and the rostered day off is changed, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day off must be given and taken in the roster cycle immediately following.
- 8.5 The maximum number of rostered days off prescribed in subclause 8.2 above shall be 12 days per annum. There shall be no accrual of a rostered day off during the first four weeks of recreation leave.
- 8.6 All other paid leave shall contribute towards the accrual of rostered days off except where paid workers' compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off duty falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.7 An officer may elect to receive payment in lieu of all rostered days off on an annual basis or may elect to have a rostered day off each roster cycle as prescribed in this Award.
- 8.8 Annual payment in lieu of all rostered days off shall be made on the first pay day commencing on or after 1 December each year. Pro rata payments can only be made for the year an officer commences duty at Kempsey, Dillwynia or Wellington Correctional Centres.
- 8.9 Officers shall make their election in writing at the commencement of each annual period. If no election is made for whatever reason, the default entitlement that will be applied is for the officer to take a rostered day off each roster cycle.
- 8.10 Payment shall be made at the rate of salary applying as at 1 December each year; or for pro rata payments, at the rate of salary as at the date an officer commences duty at Kempsey, Dillwynia or Wellington Correctional Centres.

9. Shift Handover

- 9.1 The salaries paid to officers covered under this Award and the application of a 38-hour week recognise that additional time may be involved for an officer at the time of shift handover in:
- (a) briefing incoming officers;
 - (b) incoming officers parading prior to relieving security posts, etc;
 - (c) undertaking a weapons safety check in the presence of the incoming and outgoing officer.
- 9.2 No additional payment shall be paid for this work.

10. Single Rate for Additional Hours

- 10.1 Officers who work additional hours beyond a standard 8 or 12-hour shift, or in excess of 152 hours per roster cycle shall be paid at a single rate of \$47.21 per hour for all additional time worked.

- 10.2 No payment or other compensation for additional hours shall be paid to officers above the rank of Senior Correctional Officer or Senior Overseer, except in cases of emergency.
- 10.3 For the purposes of this Award, emergencies are classed as situations such as riot, fire or hostage.
- 10.4 The rate prescribed in sub-clause 10.1 of this award shall be subject to any variation made in accordance with Clause 28 Savings of Rights of this award.

11. Ranking Structure

11.1 Custodial Officers:

General Manager

Manager Security

Principal Correctional Officer

Chief Correctional Officer

Senior Correctional Officer

Correctional Officer 1st Class Year 2

Correctional Officer 1st Class Year 1

Correctional Officer Year 2

Correctional Officer Year 1

Correctional Officer Probationary

Correctional Officer (Training)

11.2 Industrial Officers:

Principal Industry Officer Level 1

Principal Industry Officer Level 2

Chief Industry Officer

Senior Overseer

Overseer

12. Allowances

12.1 Hosiery

An allowance is payable to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Schedule 2 - Other Allowances, of Part B.

12.2 Meals

Officers are not entitled to meal monies except when working additional hours, where payment shall be made in accordance with the Overtime Meal Allowance clause of the Conditions Award, or any replacement Award. Payment of an allowance at the rate equivalent to the dinner rate provided in the

Overtime Meal Allowance clause of the Conditions Award shall be made to officers working a double shift.

12.3 Incidental

This is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems. Individual rates of this allowance are shown in Part B Schedule 1 - Salaries and Incidental Allowances - Table 2 for Custodial Officers and table 3.1 for Industrial Officers.

In the case of an officer acting in a higher duties capacity, the higher allowance shall be payable only if the officer has acted continuously in the position for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

This allowance is not payable to Correctional Officer (Training) whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation as a Correctional Officer Probationary.

13. Recreation Leave

13.1 Officers are entitled to Recreation Leave as follows:

- (a) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award or any replacement, that is, four weeks' paid leave for each completed year of service.
- (b) Officers engaged as shift workers who are regularly required to perform rostered duty on Sundays and Public Holidays shall be entitled to six weeks' recreation leave inclusive of public holidays and further compensation in accordance with the provisions of subclause 7.4 of this Award.
- (c) At least two consecutive weeks of recreation leave shall be taken by officers every 12 months, except by written agreement with the Division Head or delegate in special circumstances.
- (d) Shift workers may elect to receive payment in lieu for 10 days of their yearly recreation leave entitlement. The additional payment shall be made on the commencement of the mandatory two consecutive weeks' recreation leave referred to in paragraph (c) above.
- (e) Permanent Part-time Officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full-time officers' hours they work.

14. Annual Leave Loading

14.1 The Annual Leave Loading payable to all officers up to and including the rank of Senior Correctional Officer or Senior Overseer, employed as shift workers shall be 20% in lieu of all other entitlements under this heading.

14.2 Annual Leave Loading payable to day workers shall be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

15. Higher Duties

15.1 Subject to this clause, an officer who is required to perform duties in a higher position from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present remuneration, and the salary and allowance, where applicable, prescribed for the higher position.

15.2 This higher duties allowance shall be paid on a daily basis.

16. Performance Management

- 16.1 CSNSW's Performance Management System shall be used as a process of identifying, evaluating and developing the work performance of all officers. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- 16.2 Officers occupying positions of General Manager, Manager Security, Principal Correctional Officer, Chief Correctional Officer, Principal Industry Officer and Chief Industry Officer shall enter into a performance agreement with CSNSW.

17. Permanent Part-Time

- 17.1 CSNSW is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 17.2 Part-time work arrangements must be acceptable to both CSNSW and the officer and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

18. Professional Conduct

18.1 Corporate Plan

Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.

18.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability. All officers will be professional in their conduct with the public, other staff and inmates.

18.3 Dress Policy

Officers shall comply with the requirements of the CSNSW Dress Policy and associated orders as published in the CSNSW Dress Manual; will ensure their dress and grooming is of the highest standard; and will wear and display CSNSW name tags on a voluntary basis except in areas where there is contact with the public, such as Visits, Gates and Reception Areas.

18.4 Officers are expected to have a thorough knowledge of and practise Case Management Principles, as defined by CSNSW's policy and procedures, and shall diligently perform the duties required to implement them. All officers will participate in Case Management.

19. Equality of Employment and Elimination of Discrimination

The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment-Free Workplace

20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

- 20.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by CSNSW or the Association.
- 20.3 Supervising Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.4 All officers are required to refrain from perpetuating, or being party to, any form of harassment.

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in, fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 21.4 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.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

"Nothing in this 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."

22. Work Health and Safety

- 22.1 At all times management and officers will comply with the Work Health and Safety Act 2011.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- (a) Implementation of appropriate health and safety procedures.
 - (b) Appropriate management and risk assessment practices.

- (c) The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
- (d) Management and employee participation on Health and Safety Committees.

23. Flexible Working and Operational Arrangements

23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part-year employment and variable leave employment as contained in the Flexible Work Practices guidelines.

23.2 Consultative Committee

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the correctional centres. A consultative committee shall be established in each correctional centre consisting of management and Association representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award, and thereafter.

23.3 Local Management Board

A Local Management Board shall be established at each correctional centre to provide advice regarding the operation and routines of the correctional centre. Elected representatives of the Prison Officers Vocational Branch of the Association shall be allocated two positions on this Local Management Board.

23.4 Directed Duties

The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.

23.5 The General Manager or supervising officer may direct an officer to carry out such duties and use tools and equipment as may be required, provided that the officer has been properly trained in those duties and in the use of the tools and equipment.

23.6 Any direction made pursuant to this clause shall be consistent with the correctional centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

24. Deduction of Association Membership and Legal Fees

24.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.

24.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to CSNSW at least 28 days in advance of the variation taking effect.

24.3 Subject to the above clauses, CSNSW shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.

- 24.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees shall be deducted by CSNSW on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

- 25.2 A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a CSNSW's policy or procedure.

- 25.3 A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

- 25.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

- 25.5 Where a matter does not fall within the definition of a grievance, it shall be regarded as a dispute and shall be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the supervisor. If the dispute remains unresolved follow Step 3.

Step 3: The dispute is discussed between the next higher level of management and representatives from Industrial Relations, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the most senior representatives of CSNSW and the relevant Association officials and/or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed with the Division Head and the relevant Association officials and/or officer's nominated representative.

Step 6: The matter may be referred by either party to the Industrial Relations Commission to exercise its functions under the NSW Industrial Relations Act 1996, provided the matter is not a claim for general increases in salary or conditions of employment contained in this Award.

Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

25.6 Continuance of Work

While the parties are attempting to resolve the matter, the parties shall continue to work in accordance with this Award and their contract of employment unless the officer has a reasonable concern about an imminent risk to his or her safety. Subject to the Work Health and Safety Act 2011, even if the officer has a reasonable concern about an imminent risk to his or her health or safety, the officer must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the officer to perform.

26. No Further Claims

It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over-award, with respect to the officers covered in this Award.

27. General

Nothing in this Award shall be construed as restricting the Division Head or delegate to alter the duties of any position or to abolish any position covered by this Award in consultation with the Association.

28. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award, or an award replacing it, during the term of this Award, by way of salary increase, this Award shall be varied to give effect to any such increase.

29. Area, Incidence and Duration

- 29.1 This Award shall apply to all officers as defined in clause 11, Ranking Structure, of this Award.
- 29.2 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) take effect on and from 13 April 2012.
- 29.3 Changes made to this award subsequent to it first being published on 25 March 2005 (349 I.G. 628) have been incorporated into this award as part of the review.

PART B

SCHEDULE 1

Salaries and Incidental Allowances

1. Annualised Salary Package

Title	Salary \$
General Manager	163,623
Manager Security	138,038

Principal Correctional Officer	106,655
Chief Correctional Officer	99,833

- 1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 1.2 Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 1.3 Officers working under this arrangement shall work 20 days in each 28-day roster cycles for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

2. Custodial Officers

Title	Salary \$	Incidental Allowance \$
Senior Correctional Officer	66,610	4,354
Correctional Officer 1st Class Year 2	62,814	2,613
Correctional Officer 1st Class Year 1	58,060	2,613
Correctional Officer Year 2	54,977	1,747
Correctional Officer Year 1	53,967	1,308
Correctional Officer Probationary	53,000	871
Correctional Officer (Training)	53,000	(no allowance)

3. Industrial Officers

3.1

Title	Annualised Salary \$
Principal Industry Officer Level 1	111,219
Principal Industry Officer Level 2	105,849
Chief Industry Officer	100,820

- 3.1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 3.1.2 Industrial Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 3.1.3 Officers working under this arrangement will work 20 days in each 28-day roster cycle for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

3.2

Title	Salary \$	Incidental Allowance \$
Senior Overseer	74,080	4,354
Overseer	66,610	2,613

SCHEDULE 2

Other Allowances

1.1

Hosiery	\$240.00 per annum	Subclause 12.1
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ATTACHMENT A

KEMPSEY STAFFING PROFILE

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1,244	1
1	MANAGER SECURITY	5 /7 DAYS	1,244	1
2	PRINCIPAL	7 DAYS	3,492	3
4	CHIEF	7 DAYS	6,984	7
		TOTAL	12,916	
14	SCO'S	7 DAYS	24,444	25
1	SCO	5 DAYS	1,196	1
7	SCO'S	2 + PH	3,815	4
		TOTAL	29,455	
37	CO'S	7 DAYS	64,602	65
2	CO'S	5 DAYS	2,392	2
9	CO'S	2 + PH	4,905	5
		TOTAL	71,899	

114.318

Total Custodial Staff Required = 114

1	GENERAL MANAGER	5/7	1.244
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL SECT 1	7	1.746
1	PRINCIPAL SECT 2 & 3	7	1.746
1	CHIEF SECTOR 1A	7	1.746
1	CHIEF SECTOR 1B	7	1.746
1	CHIEF D WATCH	7	1.746
1	CHIEF (INTEL)	7	1.746
1	SCO MAIN GATE	7	1.746
1	SUP SECTOR 3	7	1.746
1	SUP F POD	7	1.746
1	SUP IAT	7	1.746
1	SUP D POD	7	1.746
2	SUP INTAKE	7	3.492
1	SUP SECTOR 2	7	1.746
1	SUP G POD	7	1.746
1	SUP/INMATE REC 1	7	1.746
1	SUP C WATCH	7	1.746
1	SUP B WATCH	7	1.746
1	SCO CASE MANAGER	7	1.746
1	SCO MONITOR ROOM	7	1.746
1	SUP VBL/FT	5	1.196

4	SUP PODS	2 + PH	2.180
3	SCO VISITS	2 + PH	1.635
1	CO MAIN GATE	7	1.746
1	CO MONITOR ROOM	7	1.746
2	CO G UNIT	7	3.492
1	CO F POD SUPPORT	7	1.746
1	CO INDUSTRIES CONTROL	7	1.746
1	CO CONTROL COORD	7	1.746
2	CO IAT	7	3.492
2	CO CLINIC/DETOX	7	3.492
1	CO D POD SUPPORT	7	1.746
2	CO ROVER	7	3.492
2	CO D WATCH SECTOR 2	7	3.492
2	CO D WATCH SECTOR 3	7	3.492
1	J BLOCK ESCORT	7	1.746
1	CO SECTOR 2 SUPPORT	7	1.746
1	CO VBL/FORENSIC TESTING	5	1.196
2	CO INTAKE SUPPORT	7	3.492
2	CO SECTOR 3 SUPPORT	7	3.492
1	CO INMATE RECEPTION	7	1.746
1	CO INDUSTRIES CONTROL	5	1.196
6	CO C WATCH	7	10.476
6	CO B WATCH	7	10.476
5	CO VISITS	2 + PH	2.725
4	CO UNITS	2 + PH	2.180

ATTACHMENT B

DILLWYNIA STAFFING PROFILE

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.244	1
1	MANAGER SECURITY	5 /7 DAYS	1.244	1
1	PRINCIPAL	7 DAYS	1.746	2
2	CHIEF	7 DAYS	3.492	4
1	CHIEF	5/7 DAYS	1.244	1
		TOTAL	8.970	
14	SCO's	7 DAYS	26.19	26
1	SCO	5 DAYS	1.196	1
2	SCO's	2 + PH	1.09	1
		TOTAL	28.476	
28	CO's	7 DAYS	43.65	44
5	CO's	5 DAYS	5.98	6
7	CO's	2 + PH	3.815	4
		TOTAL	53.445	

90.891

Total Custodial Staff Required = 91

1	GENERAL MANAGER	5	1.196
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL	7	1.746
2	CHIEF	7	3.492
1	CHIEF (INTEL)	5/7	1.244
1	SUP MAIN GATE	7	1.746
1	SUP ACTIVITIES	7	1.746
1	SUP RECEPTION	7	1.746
1	SUP CENTRE PATROL	7	1.746
1	SUP ILU	7	1.746
1	SUP RIT COORD	7	1.746
1	SUP C WATCH N/SENIOR	7	1.746
1	SUP B WATCH N/SENIOR	7	1.746
1	SUP BIU	7	1.746
1	SUP ILU C WATCH	7	1.746
1	SUP VBL	5	1.196
1	SUP GATE C WATCH	7	1.746
1	SUP CONTROL ROOM	7	1.746
1	SUP HIGH NEEDS	7	1.746
1	SUP MED NEEDS D	7	1.746
2	SUP VISITS	2 + PH	1.09
1	CO MAIN GATE	7	1.746
3	CO PATROL	7	5.238
2	CO HIGH NEEDS	7	3.492
2	CO BIU	7	3.492
1	CO HEALTH UNIT	7	1.746
2	CO THERAPEUTIC UNIT	7	3.492
1	CO CONTROL ROOM	7	1.746
3	CO B WATCH	7	5.238
1	CO B WATCH CONTROL ROOM	7	1.746
1	CO B WATCH ILU	7	1.746
1	CO B WATCH GATE	7	1.746
3	CO C WATCH	7	5.238
1	CO C WATCH CONTROL ROOM	7	1.746
1	CO C WATCH GATE/CONTROL	7	1.746
1	CO D WATCH LOW NEEDS	7	1.746
1	CO D WATCH THERAPEUTIC UNIT	7	1.746
2	CO LEGAL VISITS	5	2.392
2	CO ESCORTS	5	2.392
1	HEALTH UNIT	5	1.196

1	CO VISITS CONTROL	2 + PH	0.545
1	CO VISITS PROC	2 + PH	0.545
2	CO VISITS PATROL	2 + PH	1.09
2	CO VISITS	2 + PH	1.09
1	CO VISITS IL	2 + PH	0.545

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF CORRECTIVE SERVICES) AWARD 2007 FOR
KEMPSEY, DILLWYNIA AND WELLINGTON CORRECTIONAL
CENTRES**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 154 of 2011)

Before The Honourable Justice Boland, President

3 July 2012

VARIATION

1. Insert after subclause 6.4 of clause 6, Hours of Work, of the award made 13 April 2012, the following new subclause 6.5.

6.5 If a crib break referred to in subclause 6.4 is not able to be taken, a Crib Break Penalty may be applicable as set out in clause 12, Meals of this Award.

2. Delete subclause 12.2 of clause 12, Allowances and insert in lieu thereof the following:

12.2 Meals

12.2.1 Members of staff are not entitled to meal monies except when working additional hours, where payment shall be made in accordance with clause 94 Overtime Meal Allowance of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.2 Payment of an allowance at the rate equivalent to the dinner rate provided in Clause 94 Overtime Meal Allowance of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement shall be made to members of staff working double shifts

12.2.3 A Member of Staff performing Authorised External Escorts who is unable to take a twenty (20) minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift will be paid an allowance - called a Crib Break Penalty

12.2.3.1 For "A" watch an amount equivalent to the rate for lunch money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.3.2 For "C" watch an amount equivalent to the rate for dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.3.3 For "B" watch an amount equivalent to the rate for breakfast money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.4 For the purposes of this clause:

"Authorised External Escort" includes but is not limited to medical/hospital escorts, funeral escorts, officer escorts and Court Escort & Security Unit (CESU) officers. It does not include escorting and/or supervising inmates or offenders on Mobile Outreach Programs, Community Partnership Programs or in a community setting.

"Member of Staff" means an officer, a temporary employee or a casual employee as defined in the *Public Sector Employment and Management Act 2002*.

12.2.5 The Crib Break Penalty set out in subclause 12.2.3 above is in lieu of overtime.

3. This variation shall take effect on and from 3 July 2012.

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND HERITAGE - PARKS AND WILDLIFE) CONDITIONS OF EMPLOYMENT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 206 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

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4.	Memorandum of Understanding
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6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	On Call for Kosciusko National Parks Municipal Services Managed By The Resort Group
9.	Standby Allowance - Including Standby associated with Declared Incident
10.	Higher Duties
11.	Appointment
12.	Progression
13.	Project Teams
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15.	Variation of Hours
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28.	Contact with Officers on Parental and Maternity Leave
29.	Incident Conditions
30.	Working From Home
31.	Dependent Care
32.	Families and Field Work
33.	Training and Development

34. Study Assistance
35. Training Competency
36. Engagement of Contractors
37. Anti-Discrimination
38. Redundancy Entitlements
39. Workplace Environment
40. Housing
41. Consultation and Monitoring
42. Industrial Grievance Procedure
43. Deduction of Union Membership Fees
44. Saving of Rights
45. No Extra Claims
46. Area, Incidence and Duration

PART B

- Annexure 1 - Salary Schedule for Ranger Classification
- Annexure 2 - Salary Schedule for Project/Research Officer Classification
- Annexure 3 - Salary Schedule for Field Officer Classification
- Annexure 4 - Casual Leave Entitlements

PART C

Memorandum of Understanding

2. Title

- 2.1 This Award shall be known as Crown Employees (Office of Environment and Heritage - Parks and Wildlife) Conditions of Employment Award.

3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

"Act" means the Public Sector Employment and Management Act 2002.

"Allocated Day Off" means the day/s off that the officer who works set patterns of hours as detailed in this agreement has off each settlement period as a result of that officer accruing the necessary hours.

"Area Manager", classification is Assistant District Manager, means a PWG officer designated as such, who obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or other tertiary qualification as deemed equivalent by the Chief Executive of OEH.

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

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

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means the head of the Office of Environment and Heritage.

"Contract hours" for the day for a full time officer, means one fifth of the full time contract hours, as defined in this award. For a part time officer, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or a family member with a disability.

"Director General" means the Director General of the Department of Premier and Cabinet as established under the *Public Sector Employment and Management Act 2002*.

"Dispute" is a disagreement between officers and the OEH concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated.

"Duty Officer" means an officer either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both OEH responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a duty officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employer for Industrial Purposes" means the Director-General of the Department of Premier and Cabinet.

"Employer for all purposes other than Industrial" means the Chief Executive of the Office of Environment and Heritage.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an officer's normal work location, and which precludes the officer from returning to his normal place of abode at the conclusion of each shift.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or delegate. (N.B. Does not include hazard reductions)

"Incident duties" means all work involved in emergency incidents effort in which there is OEH participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Memorandum of Understanding" means the document signed by the parties on 10 August 2006.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6:00 a.m. to 8:00 p.m.

"Nominated working place" means the location where an officer normally commences work.

"OEH" means the Office of Environment and Heritage

"Officer" means an employee in the Parks and Wildlife Group of the OEH including those employed on a temporary basis but does not include those employed under individual contracts through employment agencies, officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries) Reviewed Award 2012, or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

"Ordinary working hours" means the average number of hours the officer is required to work each week.

"Parties" means the Office of Environment and Heritage and the Association.

"Pattern of hours" can be either flexible working hours, where start/finish times are flexible within the bandwidth of 6 am to 8 pm; or, determined where start/finish times are set.

"Planning Officer" means an officer responsible for the collection, evaluation, dissemination and use of information about the incident and status of resources.

"Project/Research Officer" is an officer designated as such, who has obtained a degree in Science or a related discipline from a recognised university requiring a minimum of three (3) years full time study, or other such qualifications deemed equivalent by the OEH.

"PWG" means the Parks and Wildlife Group of the Office of Environment and Heritage.

"Ranger" is an officer in the PWG designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Chief Executive.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the OEH, except those days that are taken as approved leave including flex leave time in lieu or as an allocated day off.

"Senior Ranger" is an officer in the PWG designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Chief Executive.

"Settlement Period" is a four week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6 am to 8 pm.

"Standby" means an approved period of time outside normal working hours, when officers, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

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

"Temporary Officer" means any employee engaged in terms of Chapter 2, Part 2.4 Temporary Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, having regard to its respective coverage.

4. Memorandum of Understanding

- 4.1 The Memorandum of Understanding at Part C was signed by the parties to this award on 10 August 2006 and should, where appropriate be read in conjunction with this award.

5. Salaries

- 5.1 No officer's substantive salary will drop on entering into the Award.
- 5.2 Salaries will be those set out in Annexures 1 - 3.
- 5.3 The salary rates are all inclusive of the following allowances.
- (i) Diving
 - (ii) Kosciusko
 - (iii) Dry Cleaning
 - (iv) Flying
- 5.4 Salaries for Field Officer classifications are inclusive of leave loading.
- 5.5 The salaries contained in Part B, Annexures 1 - 3 of this Award will be adjusted to reflect any variation to Salaries and Allowances in the Crown Employees (Public Sector - Salaries 2011) Award or any successor instrument to that Award.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
- (i) permanent full-time and part-time officers;
 - (ii) temporary officers, subject to OEH convenience; and
 - (iii) casual employees, subject to OEH convenience, and limited to salary sacrifice to superannuation in accordance with subclause 6.7.
- 6.2 For the purposes of this clause:
- (i) "salary" means the salary or rate of pay prescribed for the officer's classification by Part B Annexures 1 - 3 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "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-HELP payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Chief Executive, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Director-General of the Department of Premier and Cabinet ; and
 - (ii) an amount equal to the difference between the officer's salary, and the amount specified by the Director-General of the Department of Premier and Cabinet for the benefit provided to or in respect of the officer in accordance with such agreement.

- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 6.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (ii) where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the OEH's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer makes an election to salary sacrifice, the OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
- the OEH must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the OEH 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 OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the officer makes an election to salary package:
- (i) 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
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under Part B Annexures 1 - 3 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Director-General of Premier and Cabinet may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

- 6.13 The Director-General of Premier and Cabinet will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

7. Allowances

- 7.1 Allowances payable in the subclauses 7.2, 7.3 and 7.4 shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

7.1.1 Allowance rates contained in this clause are effective from 1 July 2011.

7.2 Boot Allowance

7.2.1 A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the OEH. The allowance is to be a maximum of \$154.70 of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director PWG.

7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

(i) Where meals are provided by the OEH, \$67.68 or \$2.82 per hour

(ii) Where meals are not provided by the OEH, \$108.24 or \$4.51 per hour

7.3.4 The OEH will provide the necessary equipment

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate staff for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. 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. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in paragraph 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in paragraph 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$4066.11	\$2845.84
B	\$5421.48	\$3794.82
C	\$6776.88	\$4743.80

Table 2

Grade "A"	All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
For the purpose of this Award the following locations will be included in Grades "B" and "C".	
Grade "B"	is payable to officers living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Wilandra, and including Menindee, Kinchega, Macquarie Marshes and Gunterbooka
Grade "C"	is payable to officers living in the following locations: Fort Grey, Mootwingee, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should officers be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Union.

8. On Call for Kosciusko National Park Municipal Services Managed By PWG

- 8.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to officers in the Kosciusko National Park Municipal Services Unit who are directed to be on call.
- 8.2 The payment shall cover all time outside the normal working hours that the officer is required to be available for contact and immediate response to a call.
- 8.3 Only in exceptional circumstances would the OEH require an officer to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$26.43 per day.
- 8.4 The allowance shall compensate the officer for minor follow up work that may result from the call.
- 8.5 Where the call results in the officer returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the officer shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.
- 8.6 Where an officer is required to return to work again after the initial call out, the officer shall be paid for the actual time spent attending the second and subsequent call outs.
- 8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Standby Allowance - Including Standby Associated With Declared Incidents

- 9.1 Standby roles - officers may be directed to be on standby as a:

- (i) Duty Officer - either for general standby or associated with a declared incident (refer to definitions clause); or
 - (ii) General standby - an officer appointed on standby to respond to after hours duty as required.
- 9.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required, will not be entitled to standby payments.
- 9.3 Duty Officer support - a Duty Officer may have access to OEHL after hours contact lists, an OEHL vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;
- 9.4 Standby hours - the time an officer, can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 9.5 Standby rates
- 9.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 9.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

10. Higher Duties

- 10.1 Officers who relieve in a higher position for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the officer's salary. The proportions shall depend on the range and level of duties performed in the position. Where the position is vacant, an officer relieving in the position shall be paid a proportion (from 50% -100%) of the difference between step one of the grading of the vacant position and the Officer's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the positions.
- 10.2 The terms and conditions of the higher duties apply for the duration of the relieving period.
- 10.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

11. Appointment

- 11.1 Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the Public Sector Employment and Management Act 2002.
- 11.2 Appointment to a higher starting salary point within the level, grade or class than Year 1 will be determined by the Chief Executive or delegate, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant competency level.

11.3 Rangers - special appointments

- 11.3.1 An officer possessing a minimum of a three year degree from a recognised university at time of appointment, shall commence at Ranger Grade 1 Skill Level 1.
- 11.3.2 An officer possessing a minimum of a 4 year full-time equivalent degree (including Honours year or a teaching diploma in addition to a three year degree) from a recognised university at time of appointment, shall commence at Ranger Grade 1 Skill Level 2.
- 11.3.3 An officer possessing a Masters Degree or a Doctorate from a recognised university at the time of appointment, shall commence at Ranger Grade 1 Skill Level 3.
- 11.3.4 Appointment to a higher salary than those described above, shall be based on the officer having demonstrated competencies in accordance with the attached schedule which are assessed by the Area Manager and approved by the delegated officer.

11.4 Project/Research Officers - special appointments

- 11.4.1 An officer with a three year degree in Science or related discipline from a recognised university will commence at Project Officer Grade 1 Year 1.
- 11.4.2 An officer with a four (4) year degree in Science or related discipline from a recognised university (including an Honours year or a teaching diploma in addition to a 3 year degree) will commence at Project Officer Grade 1 Year 2.
- 11.4.3 An officer with a Masters degree or a Doctorate from a recognised university will commence at Project Officer Grade 1 Year 3.

12. Progression

- 12.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.
- 12.2 Increments shall be processed by supervisors within one month of receipt.
- 12.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.
- 12.5 Progression and competency application for field officer, ranger, project/research officer classifications
 - 12.5.1 Progression within levels or grades shall be by annual increment unless otherwise specified in Annexures 1-3.
 - 12.5.2 Increments shall be processed by supervisors within one month of receipt.
 - 12.5.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
 - 12.5.4 Progression and competency applications shall be processed by supervisors within three months of receipt.
 - 12.5.5 Progression to a higher level or grade shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels or grades.

13. Project Teams

- 13.1 The Chief Executive or nominee may request officers to perform work in a designated project team.
- 13.2 An officer may decline an offer to work in a designated project team.
- 13.3 When undertaking work in a designated project team, the officer shall be paid:
- (i) the rate for the job as determined by job evaluation; or
 - (ii) at least one salary level higher than their substantive rate.
- 13.4 An officer working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.
- 13.5 Project team jobs may be either full-time or part-time.

14. Hours of Work

14.1 General

- 14.1.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.
- 14.1.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached to exceptions (other than declared incidents).
- 14.1.3 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.
- 14.1.4 Officers, except those classified as Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.
- 14.1.5 The parties agree that the appropriate level of service is maintained between the hours of 8.30 am and 4.30 pm on weekdays consistent with the Guarantee of Service Policy.
- 14.1.6 No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 14.1.7 Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7 day roster workers.
- 14.1.8 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the OEH, the needs of officers and the provision of services to the OEH's customers.
- 14.1.9 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 14.1.10 Hours of work for positions and/or classifications will be as set out in subclause 14.2.
- 14.1.11 Permanent changes to the pattern of hours for an officer is subject to consultation with the officer and/or the Union.

14.2 Ordinary hours may be organised as follows:

14.2.1 Monday to Friday Workers

- (i) Ordinary hours to be worked from Monday to Friday (inclusive).
- (ii) Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 16, Overtime General of this Award.

14.2.2 Defining Monday to Friday Workers

- (i) A Review Committee will be established for each National Parks and Wildlife Service region for the purpose of determining the number, if any, of positions to be reclassified from Seven Day Roster positions to Monday to Friday Day positions in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 14.2.2(i) above, the Review Committees will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 14.2.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on operational needs.
- (iv) New employee(s) will be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 14.2.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 42, Industrial Grievance Procedure

14.2.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a position being reclassified from Monday to Friday to a Seven Day Roster position will be made by the OEH on the basis that:
 - (a) Where an employee employed in a Monday to Friday position performs work on more than:
 - 23 weekend days and/or public holidays (total) annually in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holiday (total) annually in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the OEH to have the position converted to a Seven Day Roster Worker position that attracts the loading; or
 - (b) By agreement between the local manager and delegate, a Monday to Friday Day position is converted to a Seven Day Roster position.
- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in clause 14.2.5 below.

14.2.4 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 14.2.4(ii) except where subclauses 14.2.2 or 14.2.3 apply.

- (ii) Seven day roster workers include the following classifications; Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (iii) This provision will also relate to specifically identified positions where the working of a seven day operation is necessary for the efficient and effective operation of the position. Identification of positions that are to be designated seven day roster workers will be done in consultation with the union.
- (iv) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to clause 14.2.5. Current employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.
- (v) Ordinary hours for officers specified in subclauses 14.2.4(ii) and 14.2.4 (iii) are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00a.m. to 8:00p.m., unless otherwise agreed to between the OEH and the officer concerned
- (vi) Officers working this pattern of hours are to have at least two consecutive full days off per week, unless otherwise agreed to between the OEH and the officer concerned.
- (vii) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (viii) A loading of 17% of annual base salary is payable to Rangers, Field Officers and Senior Field Officers for working up to a maximum of 45 combined weekend days (i.e. Saturdays and Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (ix) A loading of 8.5% of annual base salary is payable to Senior Rangers, Assistant District Managers, Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays and Sundays), and 3 Public Holidays and is paid in lieu of all other penalty rates.
- (x) If an officer agrees to work more than the maximum specified in subclauses (viii) or (ix) of this clause, no additional payments or day in lieu shall be made.
- (xi) Officers referred to in subclauses (viii) or (ix) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

Table 3

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xii) The loading specified in subclauses (viii) and (ix) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

14.2.5 Opt Out and Opt In

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:

- (a) clause 14.2.2 being satisfied; and
 - (b) with written approval from the OEH.
- (ii) Prior to externally advertising a vacant Seven Day Roster position of the same classification that attracts the loading, the position will:

In the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;

If no employees that have previously opted out accept the offer to opt back in, the position will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

14.2.6 Twenty Four Hour Bandwidth Workers

- (i) A 24-hr bandwidth, inclusive of weekends and public holidays, may be implemented for officers required to undertake or assist in duties including but not limited to law enforcement and surveillance as part of their normal duties. A 24-hr bandwidth provides the OEH with the flexibility required to ensure that such essential and/or urgent tasks, surveillance work, and field work are conducted in an efficient and timely manner.
- (ii) Ordinary hours to be worked from Monday to Sunday (inclusive).
- (iii) Ordinary hours to be worked at any time within a 24-hour bandwidth, with no fixed core time.
- (iv) Except as otherwise provided, all approved time worked in excess of 140 hours per settlement period of 4 weeks shall be paid as overtime.
- (v) Officers who are required to work their ordinary hours in a 24 hour bandwidth will perform the work subject to:
 - (a) Not more than 10 hours are to be worked in one day;
 - (b) Hours usually being worked from Monday to Friday;
 - (c) An officer having 2 days off per week;
 - (d) An officer not being directed to work more than 12 consecutive days without the payment of overtime;
 - (e) An officer not being directed to work more than 2 consecutive weekends; and
 - (f) An officer not being directed to work more than 75 days field work per annum.
- (vi) A loading of 9.7% shall be paid to all officers working on a 24-hour bandwidth in lieu of any other penalty rates for working ordinary hours on weekends and public holidays.
- (vii) A 24 hr bandwidth will not be implemented where the provisions as per the seven day roster - see clause 14.3 of this Award - will accommodate the operational requirements of the PWG.
- (viii) Implementation of a 24 hr bandwidth in PWG will only occur following consultation and agreement of the union.

14.3 Set Pattern of Hours

- 14.3.1 These provisions apply to officers in the Field Officer classification who work a set pattern of hours within each 4 week roster period.
- 14.3.2 The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.
- 14.3.3 The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.
- 14.3.4 The set pattern of ordinary hours of work, exclusive of meal breaks can be worked as:
- (i) five 7 hour 22 minute days with 22 minutes accruing towards an allocated day off each 4 week roster period; or
 - (ii) four 9 hour 20 minute days with 35 minutes accruing towards an allocated day off each 4 week roster period.
- 14.3.5 The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval. The officer shall give 2 weeks notice prior to the commencement of this arrangement to the Area or Regional Manager, where possible and 2 weeks notice of its cessation, by mutual agreement.
- 14.3.6 Any paid leave, eg recreation leave, sick leave or Family and Community Service leave, and any public holiday occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- 14.3.7 Days taken as leave without pay do not accrue any time towards an allocated day off.

15. Variation of Hours

- 15.1 Where the OEH directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice. (This requirement does not apply in incidents.)
- 15.2 Where the hours and/or days are varied by mutual agreement between the OEH and the officer within the bandwidth, no penalty is paid.
- 15.3 Where the OEH provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 15.4 Where the OEH does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply.
- 15.5 Where the officer requests a variation to hours and/or days and this is agreed by the OEH, no loading shall be paid.
- 15.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00am to 10:00pm for the Award classifications that are covered by the Set Patterns of Hours clause (clause 14.3). The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each year to be worked under this agreed arrangement. Such employees during the designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours notice without the payment of the additional 25% loading penalty.

16. Overtime - General

16.1 General

16.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

16.1.2 Overtime is payable for all approved time worked:

- (i) In excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the OEH; or
- (ii) Outside the bandwidth, except where such work is associated with incidents as defined.

16.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

16.2 Overtime at Home

16.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it and prior approval has been sought and given.

16.2.2 No meal allowance is paid when working overtime at home.

17. Meal Breaks

17.1 Unpaid Meal Breaks

17.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

17.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

17.2 Paid Meal Breaks

17.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates.

17.2.2 A meal break of 30 minutes shall be taken no later than two hours after the commencement of overtime.

17.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked.

18. Rest Breaks

18.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time. Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18.2 Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.

18.3 Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

19. Flexible Working Hours

- 19.1 So as to ensure consistent application and the orderly implementation of the new provisions across the OEH the commencement date for the provisions set out in this clause of the Award shall be as agreed between the parties.
- 19.2 Ordinary Working Hours
- 19.2.1 Full-time ordinary working hours shall be an average 35 hours per week over a 4 week period.
- 19.3 Bandwidth
- 19.3.1 Bandwidth is the period during the day when officers may record time worked.
- 19.3.2 Standard Bandwidth
- (i) The Standard Bandwidth commences at 6:00 a.m. and ceases at 8:00 p.m. for officers in positions classified as Ranger, Senior Ranger and Assistant District Manager. For all other officers the Standard Bandwidth is 6:00 a.m. to 6:00 p.m. unless the officer has agreed to work their ordinary hours in a wider bandwidth until 8:00 p.m. The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break). This will be the bandwidth that an officer covered by this award operates under unless their bandwidth is varied as per clause 15 above.
- (ii) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval by the appropriate delegate has been granted for such a variation. A variation may apply to a group of officers or an individual officer.
- 19.4 Guarantee of Service
- 19.4.1 This is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.
- 19.5 Accrual and the taking of flex leave
- 19.5.1 Officers are able to take 14 hours, ie two days (2) flex leave days, off in a settlement period as long as they have accumulated enough hours to do so.
- 19.5.2 With prior management approval, officers may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.
- 19.5.3 Officers who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- 19.5.4 Supervisors will have full and open 24 hour access to Officers' time sheet records and records pertaining to an officer's flex leave.
- 19.5.5 Officers may carry forward to the next settlement period, in accordance with paragraphs 19.5.1 and 19.5.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 19.5.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 19.5.7 Flex leave can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flex time balance.

- 19.5.8 Officers must have prior approval before taking flex leave.
- 19.5.9 On cessation of duty Flex Credits will be dealt with in accordance with subclause 21.14 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

20. Temporary and Casual Work Arrangements

- 20.1 Temporary and casual employees will be employed by the OEH in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.
- 20.2 Temporary Officers
- 20.2.1 Temporary officers may be employed by the OEH on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.
- 20.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 20.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.
- 20.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 20.3 Casual Employees
- 20.3.1 Casual employees shall be engaged by the OEH on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 20.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
 - (ii) Rate for Monday to Friday = base hourly rate plus 25%
 - (iii) Rate for Saturday = base hourly rate plus 58%
 - (iv) Rate for Sunday = base hourly rate plus 83%
 - (v) Rate for Public Holidays = base rate plus 158%
- 20.3.3 The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.
- 20.3.4 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the Long Service Leave Act 1955. Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.
- 20.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).

- 20.3.6 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award:
- (i) Unpaid parental leave in accordance with subclause 12.5.4
 - (ii) Personal Carer's entitlement in accordance with subclause 12.6 and
 - (iii) Bereavement entitlement in accordance with subclause 12.7
- 20.3.7 This entitlement is also set out in this Award at Annexure 4 - Casual Leave Entitlements.
- 20.3.8 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

21. Part-Time Work Arrangements

21.1 Part-time work may be available to:

- (i) permanent and temporary officers who wish to work part-time in an existing position;
- (ii) existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;
- (iii) officers recruited and appointed to a position where the approved hours are less than fulltime.

21.1.1 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.

21.1.2 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.

21.1.3 Return to full-time employment before the expiry of the agreed period of part-time work is subject to availability of work and adequate period of notice.

21.1.4 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.

21.1.5 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

22. Job Sharing

22.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.

22.2 The OEH will support officers sharing a position provided that:

- (i) the arrangement is fair and equitable to the officers involved;
- (ii) the officers involved in the job sharing arrangement agree to the arrangement;
- (iii) the arrangement can be on a permanent or temporary basis;

- (iv) the arrangement is in the best interests of the smooth functioning of the OEH, ensuring that customer/client-OEH relationship is maintained.
- 22.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 22.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 22.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

23. Public Holidays and Public Service Holiday

23.1 General

23.1.1 Unless directed to attend for duty by the Chief Executive or delegate, an officer is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the Director-General of the Department of Premier and Cabinet.

23.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.

23.2 Monday to Friday Workers

23.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with clause 16, Overtime.

23.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

23.3 Seven Day Roster Workers

23.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 14, Hours of Work.

23.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 14, Hours of Work or clause 16, Overtime - General; as is appropriate.

23.3.3 Provisions of paragraph 23.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this is not included in the specified number of public holidays for which the loading is paid as per clause 14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

23.4 Twenty Four Hour Bandwidth Workers

23.4.1 Officers working a twenty four hour bandwidth may be required to work ordinary hours on a declared public holiday, a declared local holiday or a public service holiday.

23.4.2 Such officers shall not receive any additional payment for ordinary hours worked on a declared public holiday or a public service holiday.

23.4.3 Such officers shall not receive an additional day off or annual leave day for ordinary time worked on a declared public holiday or public service holiday.

24. Leave

24.1 General

24.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

- (i) the Act and Regulation, and
- (ii) Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award, and
- (iii) The OEH's policies as agreed and reviewed from time to time.

24.1.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

25. Recreation Leave and Annual Leave Loading

25.1 Recreation Leave

25.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

25.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year,

25.1.3 For Twenty Four Hour Bandwidth Workers paid recreation leave accrues at the rate of 30 days per year.

25.2 Annual Leave Loading

25.2.1 Annual Leave loading for Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

25.2.2 Annual Leave loading for 7 Day Roster Workers and Twenty Four Hour Bandwidth Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

25.2.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

26. Family and Community Service Leave

26.1 Family and Community Service Leave for officers covered by this award shall accrue and be granted in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award howsoever named and as varied from time to time.

27. Excess Travel Time

27.1 Time spent travelling, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award:

- (i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and from one hour prior to the end of the agreed bandwidth; or
 - (ii) commencing a set pattern of hours as per subclause 14.3 shall be able to be claimed as 'Travelling time'.
- 27.2 Provided that travelling time shall not include any period of travel between 11.00 p.m. on any one day and the start of the officer's bandwidth on the following day where the officer has travelled overnight and sleeping facilities have been provided for the officer.
- 27.3 Where organisational requirements prevent an officer taking Time Off In Lieu for Excess Travelling Time within the timeframe under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award it will be paid out by application.
- 27.4 The accrued time in lieu may be added to the officer's Accrued Flex hours under subclause 19.5 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the officer.

28. Contact With Officers on Parental and Maternity Leave

- 28.1 All parties agree to implement the provisions of subclause 75.20 of the Crown Employees (Public Service Conditions of Employment) Award 2009 and which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.
- 28.2 It is recognised that some officers may not wish to keep in contact with the OEH while they are on leave.

29. Incident Conditions

29.1 General

- 29.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
- 29.1.2 Flexible Working Hours Arrangements and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.
- 29.1.3 Adjustments to hours will be carried forward to the next settlement period.
- 29.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the OEH's Fire Management Manual as varied from time to time.
- 29.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off or Flexi Day Off as in paragraph 29.2.5 of this Award.
- 29.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

29.2 Conditions

- 29.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in subclause 29.5 Incident Responsibility Rates, whichever is the greater.
- 29.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.
- 29.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 29.2.4 If an officer is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- 29.2.5 Officers required to work on their Allocated Day Off/Flexi Day/Rostered Day Off will be receive either:
- (i) overtime for the whole shift in addition to the normal pay for the day; or
 - (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.
- 29.2.6 This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

29.3 Start and Finish Times

- 29.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.
- 29.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.
- 29.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.
- 29.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation plus 30 minutes.

29.4 Shift arrangements during Incidents

- 29.4.1 A normal shift is seven hours, however officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).
- 29.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.
- 29.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering Teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be

required to take flexi days or flex leave or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

- 29.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

29.5 Incident responsibility rates

- 29.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the OEH's job evaluation process. Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

	1/07/2008	1/7/2009	1/7/2010	1/7/2011
Crew Member	\$48,928	\$50,885	\$52,920	\$54,243
Crew Leader	\$54,972	\$57,171	\$59,458	\$60,944
Sector Commander	\$61,025	\$63,466	\$66,005	\$67,655
Divisional Commander	\$69,112	\$71,876	\$74,751	\$76,620
Operations Officer	\$74,205	\$77,173	\$80,260	\$82,267
Planning Officer	\$74,205	\$77,173	\$80,260	\$82,267
Logistics Officer	\$91,898	\$95,574	\$99,397	\$101,882
Incident Controller	\$101,849	\$105,923	\$110,160	\$112,914
Deputy Incident Controller				
Safety Officer				
Situation Officer				
Situation Unit Leader				
Resource Officer				
Resource Unit Leader				
Air Attack Supervisor				
Air Operations Manager				
Air Observer				
Airbase Manager				

- 29.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties or on temporary appointment the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period or temporary appointment.
- 29.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties or temporary appointment the hourly rate that they were paid when the incident was declared for the duration of their relieving period or temporary appointment.
- 29.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.
- 29.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.
- 29.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

- 29.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2008) Award or any successor instrument to that Award.
- 29.6 Payment associated with Incidents
- 29.6.1 This replaces the provisions of clause 16, Overtime, in relation to overtime worked in respect of incidents.
- 29.6.2 Payment will be calculated as follows:
- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.
- 29.6.3 No officer shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g., 30-45 minutes. Where meals are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.
- 29.7 Family and Dependent Care During Incident Conditions
- 29.7.1 The OEH will compensate officers for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.
- 29.7.2 The OEH will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.
- 29.8 Provision of meals and accommodation while working on Incident
- 29.8.1 The OEH will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.
- 29.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.
- 29.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.
- 29.8.4 Wherever possible officers will be allowed to return home or the OEH will provide accommodation in a hotel or motel.
- 29.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in subclause 7.3, Allowances, of this Award.
- 29.9 Standby Associated with Incidents
- 29.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.
- 29.9.2 These provisions do not apply to classifications where standby is a usual and regular part of their duties such as sewage treatment plant officers. Such classifications will be paid on call allowance in accordance with the provisions of clause 8 of this Award.

30. Working from Home

- 30.1 Supervisors may allow officers to work from home; however, working from home is not to be a routine arrangement.

- 30.2 Officers covered by this Award may be given approval to work from home from time to time.
- 30.3 Greater access to working from home is to be given to officers where:
- (i) family members are sick; or
 - (ii) where a project/report requires urgent completion and for productivity reasons working from home will achieve this;
 - (iii) for weekend and night emergency incident management; and
 - (iv) where the nature of the work allows for it.
- 30.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).
- 30.5 When working at home, officers must ensure that they are contactable by their office.
- 30.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

31. Dependent Care

- 31.1 Where dependents of the officer are sick and require care, the OEH will continue to support the officer in the following ways:
- (i) Family and community service leave may be taken by an officer to attend to any medical needs a dependent may have; or
 - (ii) Where circumstances allow, an officer may negotiate with their supervisor to work at home.
- 31.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 31.3 The OEH will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 31.4 The parties reaffirm their commitment to providing dependent care assistance:
- (i) To enable officers to attend residential training and development activities.
 - (ii) To officers required to work during emergency situations
 - (iii) To ensure officers are able to perform duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 31.5 The OEH will compensate the officer for additional dependent care expenses relating to hours worked during an incident.

32. Families and Field Work

- 32.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.

- 32.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 32.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

33. Training and Development

- 33.1 The parties to this Award confirm a commitment to skill development for officers of the OEH.
- 33.2 The training and development of officers covered by this Award will be linked to the Performance Work and Development System or any replacement Performance Management System agreed to by the parties. Work and Development Plans will be established through the system and be relevant to the officer's current position and their future career path.
- 33.3 All Training and development will be managed and conducted in accordance with the OEH's Learning and Development Framework as varied from time to time.
- 33.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

34. Study Assistance

- 34.1 The OEH will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 34.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook or subsequent revision.
- 34.3 The following costs associated with courses:
- (i) Higher Education Contribution Help Scheme fee; or
 - (ii) TAFE compulsory fees; or
 - (iii) Compulsory post-graduate fees; or
 - (iv) Compulsory full fee paying course fees
- will be reimbursed by the OEH in accordance with the guidelines following.
- 34.4 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an officer of OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Chief Executive; or
 - (ii) is their second or successive qualification as an officer of DECC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Chief Executive.
- 34.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 34.4 (i) or \$12,000 in respect of paragraph 34.4 (ii) of this clause, where other requirements have been met as in subclause 34.7 below.

- 34.6 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the OEH, approval may be given for a maximum of eight annual approvals as set out in subclause 34.4 above.
- 34.7 To be eligible to receive a refund, an officer must:
- (i) have been employed in the OEH prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 34.8 Officers who receive prior approval for study assistance for a particular course, or qualification under either the EPA, NPWS or Resource NSW policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 34.4 (ii).
- 34.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 34.4 (i) any subsequent application for study assistance will be treated as a second application under paragraph 34.4 (ii) of this clause.
- 34.10 From the 1st January 2008 staff who seek financial assistance for study, will be covered by the new provisions set out in the MOU.
- 34.11 The costs associated with courses as outlined in paragraphs 34.3(i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 34.4 (i) and 34.4 (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

35. Training Competency

- 35.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

36. Engagement of Contractors

- 36.1 The OEH is committed to establishing a consultative process regarding the use, including supervision, of contractors by the OEH. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 36.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

37. Anti-Discrimination

- 37.1 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.
- 37.2 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.

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

37.4 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.

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

NOTES

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

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."

38. Redundancy Entitlements

38.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Excess Employees Policy, as varied from time to time.

39. Workplace Environment

39.1 The OEH will ensure that all officers are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Work Health and Safety Act 2011*.

39.2 While there are no requirements for office workplaces, the OEH agrees to provide officers covered by this Award with reasonable conditions and space.

39.3 Smoking is prohibited at all indoor PWG workplaces and in OEH vehicles.

40. Housing

40.1 The parties agree to consult on future issues related to OEH-owned housing including the preparation of briefs for valuers.

40.2 All officers occupying a OEH house will be required to sign a tenancy agreement.

41. Consultation and Monitoring

41.1 The parties agree to continued consultation to ensure the implementation of more flexible work patterns and arrangement in accordance with the requirements of the Memorandum of Understanding (August 2006).

42. Industrial Grievance Procedure

42.1 General

- 42.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 42.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 42.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the OEH may be represented by an industrial organisation of employers, and the officers of the OEH may be represented by an industrial organisation of officers.
- 42.1.4 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

42.2 Steps to Resolve Industrial Grievances or Disputes

- 42.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:-

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The Officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of the OEH and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

43. Deduction of Union Membership Fees

- 43.1 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall provide the OEH with a schedule setting out its fortnightly membership fees payable by its members in accordance with its rules.
- 43.2 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall advise the OEH of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of its fortnightly membership fees payable shall be provided to the OEH at least one month in advance of the variation taking effect.
- 43.3 Subject to subclauses 43.1 and 43.2 above, the OEH shall deduct the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with its rules, provided that the officer has authorised the OEH to make such deductions.
- 43.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales together with all necessary information to enable it to reconcile and credit subscriptions to officers' membership accounts.
- 43.5 Unless other arrangements are agreed by the OEH and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, all Union membership fees shall be deducted on a fortnightly basis.
- 43.6 Where an officer has already authorised the deduction of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

44. Saving of Rights

- 44.1 At the time of making this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her condition of employment as a consequence of making this Award.

45. No Extra Claims

- 45.1 It is a term of this award that the union will not pursue any additional claims or improvements to wages and/or conditions of employment during the term of the award.
- 45.2 The Union reserves the right to pursue increases in respect to Remote Areas allowance as defined under subclause 7.4 of this Award.

46. Area, Incidence and Duration

- 46.1 This Award will apply to officers and casual employees in classifications covered by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, employed within the Parks and Wildlife Group of the Office of Environment and Heritage.
- 46.2 This Award will not apply to officers:
- (i) transferred to the Department under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) employed in the Senior Executive Service (SES); or
 - (iii) employed in the Botanic Gardens Trust; or

- (iv) whose current conditions and entitlements are determined by the Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2011 Award or any successor instrument to that Award; or
- (v) whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2011 or any successor instrument to that Agreement.
- 46.3 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 IG 359) take effect on and from 4 April 2012.
- 46.4 Changes made to this Award subsequent to it being published on 8 February 2008 (364 I.G. 867) have been incorporated into this Award as part of the review.
- 46.5 The Award remains in force until varied or rescinded, the period for which it was made having already expired.
- 46.7 Where this award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award 2009, or any successor instrument to that Award apply to officers covered by this Award.

PART B

ANNEXURE 1

Salary Schedule for Ranger Classifications

Classification and Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$
Ranger Classification					
Trainee Rangers					
1st year of service	41,487	43,146	44,872	46,667	47,834
2nd year of service	42,232	43,921	45,678	47,505	48,693
3rd year of service	43,505	45,245	47,055	48,937	50,161
4th year of service	44,285	46,056	47,899	49,815	51,060
5th year of service	44,745	46,535	48,396	50,332	51,590
6th year of service	45,392	47,208	49,096	51,060	52,336
Rangers					
Grade 1					
1st level	45,392	47,208	49,096	51,060	52,336
2nd level	47,178	49,065	51,028	53,069	54,396
3rd level	49,810	51,802	53,874	56,029	57,430
4th level	53,385	55,520	57,741	60,051	61,552
5th level	58,841	61,195	63,642	66,188	67,843
6th level	62,285	64,776	67,367	70,062	71,814
Grade 2					
1st year	63,526	66,067	68,710	71,458	73,245
2nd year	65,412	68,028	70,750	73,580	75,419
3rd year	67,402	70,098	72,902	75,818	77,714
4th year	70,112	72,916	75,833	78,866	80,838
Senior Ranger					
1st year & thereafter	75,353	78,367	81,502	84,762	86,881

Assistant District Manager					
Grade 1	77,599	80,703	83,931	87,288	89,471
Grade 2	83,038	86,360	89,814	93,406	95,742
Grade 3	89,751	93,341	97,075	100,958	103,482
Grade 4	93,557	97,299	101,191	105,239	107,870
District Manager					
Grade 1	79,784	82,975	86,294	89,746	91,990
Grade 2	85,515	88,936	92,493	96,193	98,598
Grade 3	93,557	97,299	101,191	105,239	107,870
Grade 4	99,419	103,396	107,532	111,833	114,629
Grade 5	103,798	107,950	112,268	116,759	119,678

Progression Criteria

Rangers

All ranger positions shall be at the level of Grade 1/2. Progression shall be subject to the ranger meeting the required progression criteria and competency levels as set out in the competency document

Where an employee fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas where additional competencies or necessary training are required.

Progression

Trainee Ranger

Progression from level to level shall be subject to:

- (a) the successful completion of 6 subjects; and
- (b) satisfactory service at the previous salary level.

Progression from Trainee Ranger to Ranger Grade 1 shall be subject to the employee having successfully completed a 3 year degree from a recognised university in a discipline appropriate to the field operations of the Service, and satisfactory work performance.

Ranger Grade 1/2

Progression from level to level within Grade 1 shall be upon the attainment of the competencies set out in the attached schedule. Rangers will be initially appointed to Level 1 or such other level as is appropriate to their qualifications and competency levels. Once the ranger has obtained the competencies at Level 1 and has been at that level for at least 6 months, they can apply to be assessed for progression to Level 2.

Progression from Grade 1 to Grade 2 shall be subject to:

- (a) completion of 12 months satisfactory service at Ranger Grade 1 Skill Level 6;
- (b) the employee having demonstrated competency in specific skills as shown in the schedule; and
- (c) the Chief Executive being satisfied that the employee's performance and nature and quality of work performed warrants progression.

Qualifications - grandfathered provisions

As of 1 April, 2000, all new officers appointed to Ranger, Senior Ranger, Assistant District Manager, and District Manager classifications must have an appropriate degree.

Officers employed prior to 1 April 2000 who have an Associate Diploma in an appropriate discipline to the field operations of the OEHL are encouraged to update their qualification to degree level for promotional purposes. Officers updating their qualifications will be eligible for study assistance.

ANNEXURE 2

Salary Schedule for Project/Research Officer Classification

Classification and Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$
Grade 1					
1st year	47,011	48,891	50,847	52,881	54,203
2nd year	48,519	50,460	52,478	54,577	55,942
3rd year	52,928	55,045	57,247	59,537	61,025
4th year	57,064	59,347	61,720	64,189	65,794
5th year	61,174	63,621	66,166	68,812	70,533
Grade 2*					
1st year	65,527	68,148	70,874	73,709	75,552
2nd year	67,445	70,143	72,949	75,866	77,763
3rd year	69,468	72,247	75,137	78,142	80,096
Grade 3*					
1st year	72,966	75,885	78,920	82,077	84,129
2nd year	75,308	78,320	81,453	84,711	86,829
3rd year	77,639	80,745	83,974	87,333	89,517
4th year	79,186	82,353	85,648	89,073	91,300
Grade 4*					
1st year	79,945	83,143	86,469	89,927	92,175
2nd year	82,244	85,534	88,955	92,513	94,826
Grade 5					
1st year	86,414	89,871	93,465	97,204	99,634
2nd year	90,080	93,683	97,431	101,328	103,861
Grade 6					
1st year	95,722	99,551	103,533	107,674	110,366
2nd year	96,726	100,595	104,619	108,804	111,524
*Progression criteria applies					

Salary Schedule for Project Officer (Aboriginal Positions) Classification

This classification applies to positions responsible for the management of Aboriginal cultural heritage and/or Aboriginal sites, where Aboriginality is a legitimate and essential selection criteria and the Service determines that a degree is not necessary.

Classification and Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$
Project Officer (Aboriginal Positions)					
Grade 1					
1st year	47,011	48,891	50,847	52,881	54,203
2nd year	48,519	50,460	52,478	54,577	55,942
3rd year	52,928	55,045	57,247	59,537	61,025
4th year	57,064	59,347	61,720	64,189	65,794
5th year	61,174	63,621	66,166	68,812	70,533
Grade 2*					
1st year	65,527	68,148	70,874	73,709	75,552
2nd year	67,445	70,143	72,949	75,866	77,763
3rd year	69,468	72,247	75,137	78,142	80,096

Grade 3*					
1st year	72,966	75,885	78,920	82,077	84,129
2nd year	75,308	78,320	81,453	84,711	86,829
3rd year	77,639	80,745	83,974	87,333	89,517
4th year	79,186	82,353	85,648	89,073	91,300
Grade 4*					
1st year	79,945	83,143	86,469	89,927	92,175
2nd year	82,244	85,534	88,955	92,513	94,826
Grade 5					
1st year	86,414	89,871	93,465	97,204	99,634
2nd year	90,080	93,683	97,431	101,328	103,861
Grade 6					
1st year	95,722	99,551	103,533	107,674	110,366
2nd year	96,726	100,595	104,619	108,804	111,524
*Progression criteria applies					

Progression

Project/Research Officer Grade 1

Appointment to Project/Research Officer Grade 1 shall be by competitive selection for advertised vacancies.

Project/Research Officer Grade 2

Progression from Project/Research Officer Grade 1 to Project/Research Officer Grade 2 shall be by:

- (a) 12 months satisfactory service on the maximum salary of Project/Research Officer Grade 1; and
- (b) the employee having demonstrated a capacity to undertake research involving a degree of originality and independence or to perform work of equivalent importance or value; or
- (c) in the case of an employee not employed on research, the employee having demonstrated ability and initiative in the performance of his/her duties and the nature and quality of the work performed warrants such progression.

Project/Research Officer Grade 3

Progression from Project/Research Officer Grade 2 to Project/Research Officer Grade 3 shall be by:

- (a) 12 months service on the maximum salary of Project/Research Officer Grade 2; and
- (b) the Chief Executive being satisfied that he/she is responsible to the Head of the Unit for all of the work carried out in his/her individual field and has made original contributions of a recognised high scientific level in his/her professional field of work and that he/she is recognised as an authority therein; or
- (c) in the case of an employee engaged primarily in applied or adaptive research, the Chief Executive being satisfied that he/she is responsible to the Director for all applied or adaptive research in his/her particular field of work and is recognised as an authority therein; or
- (d) in the case of an employee primarily engaged in advisory work, the Chief Executive being satisfied that the quality of the work of the employee warrants such progression.

Project/Research Officer Grade 4

Progression from Project/Research Officer Grade 3 to Project/Research Officer Grade 4 shall be by:

- (a) 12 months satisfactory service on the salary of Project/Research Officer Grade 3 Year 3; and

- (b) the employee's qualifications, ability, reputation, standing and work in the employee's professional field, or the extent to which the employee is required to supervise and give professional direction of a significant nature to officers of an equivalent salary/grade are, or is such, that he/she would not continue to be fairly remunerated at the level of the salary prescribed in this Award or equivalent classification. Any decision as to the employees to whom such salary shall be payable shall be that of the Chief Executive.

Project/Research Officer Grades 5 and 6

Appointment to this grade shall be by way of competitive selection for advertised vacancies.

Performance Review Committee

Suitability for progression to Project Officer Grade 3 and Grade 4 will be evaluated by a Performance Review Committee comprising:

- (a) the relevant Director or nominee;
- (b) an independent person having professional status in the field relevant to the Project/Research Officer's area of expertise; and
- (c) a representative of the Public Service Commission.

ANNEXURE 3

Salary Schedule for Field Officer Classification

Classification and Grades	1.7.07 Per annum - \$	1.7.08 Per annum - \$	1.7.09 Per annum - \$	1.7.10 Per annum - \$	1.7.11 Per annum - \$
Field Officer Base Grade 1/2: Employees engaged on or after 1 July 2007					
Grade 1					
Year 1	35,658	37,084	38,567	40,110	41,113
Year 2	36,558	38,020	39,541	41,123	42,151
Grade 2					
Year 1	37,402	38,898	40,454	42,072	43,124
Year 2	39,146	40,712	42,340	44,034	45,135
Field Officer Grade 1/4: Employees engaged on or after 1 July 2007					
Grade 1					
Year 1	35,658	37,084	38,567	40,110	41,113
Year 2	36,558	38,020	39,541	41,123	42,151
Grade 2					
Year 1	37,402	38,898	40,454	42,072	43,124
Year 2	39,146	40,712	42,340	44,034	45,135
Grade 3 (A)					
Year 1	44,668	46,455	48,313	50,246	51,502
Year 2	45,456	47,274	49,165	51,132	52,410
Grade 4 (A)					
Year 1	46,728	48,597	50,541	52,563	53,877
Year 2	47,572	49,475	51,454	53,512	54,850
Field Officer Grade 1/4: Employees engaged on or before 30 June 2007					
Grade 1					
Year 1	41,227	42,876	44,591	46,375	47,534
Year 2	41,997	43,677	45,424	47,241	48,422
Grade 2					
Year 1	42,628	44,333	46,106	47,950	49,149
Year 2	43,444	45,182	46,989	48,869	50,091

Grade 3 (A)					
Year 1	44,668	46,455	48,313	50,246	51,502
Year 2	45,456	47,274	49,165	51,132	52,410
Grade 4 (A)					
Year 1	46,728	48,597	50,541	52,563	53,877
Year 2	47,572	49,475	51,454	53,512	54,850
Field Officer Grade B3/B4					
Grade 3 (B)					
Year 1	44,668	46,455	48,313	50,246	51,502
Year 2	45,456	47,274	49,165	51,132	52,410
Grade 4 (B)					
Year 1	46,728	48,597	50,541	52,563	53,877
Year 2	47,572	49,475	51,454	53,512	54,850
Senior Field Officer And Senior Field Officer (Plant)					
Grade 1					
Year 1	48,628	50,573	52,596	54,700	56,068
Year 2	49,455	51,433	53,490	55,630	57,021
Grade 2					
Year 1	50,456	52,474	54,573	56,756	58,175
Year 2	51,511	53,571	55,714	57,943	59,392
Field Supervisor					
Grade 1					
Year 1	53,279	55,410	57,626	59,931	61,429
Year 2	54,500	56,680	58,947	61,305	62,838
Grade 2					
Year 1	55,720	57,949	60,267	62,678	64,245
Year 2	56,942	59,220	61,589	64,053	65,654
Senior Field Supervisor					
Grade 1					
Year 1	61,778	64,249	66,819	69,492	71,229
Year 2	63,296	65,828	68,461	71,199	72,979
Grade 2					
Year 1	64,815	67,408	70,104	72,908	74,731
Year 2	66,333	68,986	71,745	74,615	76,480

Progression Criteria for Field Officer Classification

Progression Criteria

Field Officers

All Field Officer positions shall be at either the level of Field Officer Grade 1-2 or Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and

- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency for plant used.

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Field Officer (Plant) Grade 4

Progression to Field Officer (Plant) Grade 4 shall be subject to:

- (a) 12 months satisfactory service on salary of Field Officer (Plant) Grade 3; and

- (b) all the essential and 10 desirable competency requirements of a Field Officer (Plant) Grade 3 and these being certified by the direct supervisor and the Regional Manager.

Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
(b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
(b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
(c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
(b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
(c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Appointment to the level of Senior Field Supervisor Grade 1 shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

ANNEXURE 4**Casual Leave Entitlements**

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 apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

The Chief Executive 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.

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 clause 26 who is sick and requires care and support, or who require care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
- (ii) The Chief Executive and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence 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 Chief Executive 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.
- (iv) The casual employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration. the illness of the person concerned and that the illness is such as to require care by another person, or
 - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (c) In normal circumstances, a casual employees must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (v) 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.

Bereavement entitlements for casual employees

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).

The Chief Executive 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

A Chief Executive 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.

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.

PART C

Memorandum of Understanding

Parties

The parties to this Memorandum of Understanding are:

The Director of Public Employment (Department of Environment and Conservation) ("the Department"); AND

The Public Service Association and Professional Officers' Association- Amalgamated Union of New South Wales; and

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch). ("The unions").

1. Introduction

- 1.1. This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the

former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.

- 1.2 This Memorandum will be implemented through two awards -

The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and

The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.

Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.

- 1.3 The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the Public Employment and Management Act 2002.
- 1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.
- 1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative
- 1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.
- 1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.
- 1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.
- 1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non- Award

- 2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.
- 2.2 Cultural Heritage Division: (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.

- (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
- (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
- (c) The parties agree that all other staff currently employed within the Cultural Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions effected by sub-clause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
- (d) The parties agree that all staff transferred from the Cultural Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.

2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards

- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division (EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
- (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an increment that would take them past their previous personal salary.
- (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 5/7 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
- (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.

2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a

review of the operation of competency standards as currently applied in respect of rangers.

review of roles of Senior Rangers.

- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.
- 2.5 Review of Remote Areas Allowance : The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards.

- 3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.
- 3.4 Pattern of Hours Worked and Flexitime: (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;
- (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;
- (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.
- 3.5 Incident Conditions: (a) the parties agree to include within the new The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award -

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller

Safety officer

Situation Officer

Situation Unit Leader

Resource Officer

Resources Unit Leader

Air Attack Supervisor

Air Operations Manager

Air Base Manager

Air Observer.

- (a) the parties further agree, that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
- (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth.
- (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Service Salaries) Award since 1997.
- (d) the parties agree that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.

3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$339.00 per week with an additional amount of \$104.00 for each public holiday that falls on a weekday in a roster week;

- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
- (b) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.

3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:

"The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, eg. for technical competency and legal requirements; position descriptors will include qualifications."

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
Higher Education Contribution Help scheme Fee; or
TAFE compulsory fees; or
Compulsory post-graduate fees; or
Compulsory full fee paying course fees
will be reimbursed by the Department in accordance with the guidelines following.
- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
 - (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
 - (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.
- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.
- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.

(viii) Staff members who received prior approval for study assistance:

- (a) under this clause or similar clause/policy of a related entity, and
- (b) commenced the approved course/subject under the award or policy at the time, and
- (c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.

(ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv) (a)(b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

ATTACHMENT 2

DEC General as part of current EPA Flexitime clause, BGT Determination and DEC (PWD) clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; ie, start/finish times and days of the week for 7-day roster workers.
- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.

A. Flexitime

- (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
- (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
- (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.
- (v) Employees may carry forward to the next settlement period, in accordance with i) and ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexidays can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.

- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

C. G. STAFF *J.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (GENERAL STAFF - SALARIES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 70 of 2012)

Before The Honourable Mr Justice Staff

11 April 2012

REVIEWED AWARD**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Hours of Work
5.	Transition Arrangements
6.	Grievance and Dispute Settling Procedure
7.	Anti-Discrimination
8.	Salary Sacrifice to Superannuation
9.	Deduction of Union Membership Fees
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule A - Classifications and Rates of Pay

2. Definitions

In this award:

- (i) "2007 Award" means the Crown Employees (Public Sector - Salaries 2008) Award published 15 March 2009 (367 I.G. 1580).
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by this award.
- (iii) "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "TAFE" means the Technical and Further Education Commission of New South Wales.

3. Salaries

- (i) The salaries under this award are payable to employees appointed to or performing the duties of any of the positions covered by this award as listed in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates.
- (ii) The salaries payable are prescribed in the said Part B.

4. Hours of Work

Employees covered by this award will continue to maintain the existing arrangements regarding hours of work allocated to their classification as determined in their organisation as at the making of this award.

5. Transition Arrangements

In relation to the classification of Photographer Grade 3 as set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates, the following transitional arrangements shall apply in relation to existing staff employed within the Arts portfolio as at the making of this award:

Staff currently employed at the maximum rate as a Photographer Grade 2 within the Arts portfolio shall be progressed to the first year rate of Photographer Grade 3 based on their organisation's assessment as to whether all the following criteria apply:

- (i) the employee being at the Photographer Grade 2 level for at least 12 months;
- (ii) work being available (encompassing the criteria for appointment that attaches to the Grade 3 level as set out in Schedule A), and the existence of a Photographer Grade 3 position within the organisation;
- (iii) successful completion of a relevant certificate or degree and/or significant equivalent experience;
- (iv) the employee having used both traditional and digital equipment in their work; and
- (v) the conduct and services of the employee being of a satisfactory standard.

These transitional arrangements will apply in relation to existing staff moving from Grade 2 to Grade 3 Photographer. All future appointments as a Photographer Grade 3 will be based on normal merit selection requirements and the availability of a position at the Grade 3 level.

6. Grievance and Dispute Settling Procedure

- (i) All grievances and dispute resolution 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/institute, if required.
- (ii) 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.
- (iii) 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) 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.
- (v) 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 working days, or 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 department Head/Managing Director, TAFE.
- (vi) The Department Head/Managing Director, TAFE may refer the matter to the Director General of the Department of Premier and Cabinet for consideration.

- (vii) If the matter remains unresolved, the Department Head/Managing Director, TAFE 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 any action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by their union.
- (ix) the Employee Or the Union on Their Behalf, Or the Department Head/Managing Director, Tafe May Refer the Matter to the Industrial Relations Commission of New South Wales If the Matter is Unresolved Following the Use of These Procedures.
- (x) The employee, union, department, and Director General of the Department of Premier and Cabinet and/or institute and TAFE shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) 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 occupational health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

7. Anti-Discrimination

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

NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) 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."

8. Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department or agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.

9. Deduction of Union Membership Fees

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

10. Area, Incidence and Duration

- (i) This award shall apply to employees employed in the classifications set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates. The salary rates in the said Schedule A are set in accordance with the 2007 Award and any variation or replacement award.
- (ii) 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) take effect on and from 11 April 2012.

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

PART B**MONETARY RATES****Schedule A - Classifications and Rates of Pay - General Staff**

Classification and Grades	Common Salary Point	1.7.11 Per annum 2.5% \$
Artist's Model, TAFE (draped)	33	47,490
(undraped)	39	50,205
Assistant, Enrolled Nurses Training Program, TAFE (part-time)		
1st year	23	43,539
2nd year	25	44,329
3rd year	28	45,428
Assistant Food & Beverage Controller, Ryde TAFE		
1st year	42	51,590
2nd year	48	54,416
Assistant Operations Controller, Port Macquarie, Campbelltown, TAFE		
1st year	39	50,205
2nd year	42	51,590
Assistant Operations Manager, TAFE (Hamilton, Ryde, Werrington)		
1st year	59	60,329
2nd year	61	61,505
3rd year	64	63,425
4th year	67	65,376
Assistant Operations Manager, TAFE (East Sydney)		
1st year	56	58,604
2nd year	60	60,889
Catering Services Manager, Kurri Kurri, Ryde, TAFE		
1st year	70	67,267
2nd year	75	70,480
Catering Supervisor, Kurri Kurri, Ryde, TAFE		
1st year	52	56,509
2nd year	55	58,060
Class Preparation Assistant Tourism & Hospitality/Rural Studies; Floristry, Catering and Bakery, TAFE		
1st year	23	43,539
2nd year	25	44,329
3rd year	26	44,688
Class Preparation Assistant Hairdresser, TAFE		
1st year	17	40,662
2nd year	20	41,771
3rd year	22	42,563
Duty Manager, Ryde, TAFE	57	59,121
Fitter-Operator, TAFE	51	55,940

Food and Beverage Controller, TAFE (Hamilton)	39 42	50,205 51,590
Food School Assistant, TAFE		
Years 1 - 3	18	41,063
Year 4 - 6	19	41,420
Year 7	20	41,771
Foreman, TAFE		
Electrical Grade 2	64	63,425
Electrical Grade 3	68	65,855
Electrical Grade 5	77	71,866
Other than Electrical		
Grade 1	57	59,121
Grade 2	61	61,505
Grade 3	65	63,959
Grade 4	73	69,227
Grade 5	77	71,866
Assistant Mechanical Foreman, TAFE	61	61,505
General Assistant/Caretaker, TAFE	25	44,329
Guest Services Agent, Ryde, TAFE		
1st year	34	47,936
2nd year	36	48,816
House Officer, TAFE, Sydney		
1st year	44	52,489
2nd year	47	53,967
3rd year	49	54,977
House Officer, TAFE, Newcastle		
1st year	41	51,189
2nd year	42	51,590
3rd year	43	52,102
House Supervisor (Goulburn, Kurri Kurri), TAFE		
1st year	39	50,205
2nd year	41	51,189
Kitchen Assistant (part-time), TAFE	18	41,063
Laboratory Craftsman, TAFE		
Grade 1, 1st year	40	50,619
Grade 1, 2nd year	41	51,189
Grade 1, 3rd year	43	52,102
Grade 1, 4th year	44	52,489
Grade 2, 1st year	45	53,000
Grade 2, 2nd year	46	53,407
Grade 2, 3rd year	47	53,967
Senior Laboratory Craftsman	55	58,060
Operations Controller Campbelltown/Port Macquarie/Orange, TAFE		
1st year	52	56,509
2nd year	55	58,060
Operations Manager - Food School/ Horticulture/Technical Support/ Purchasing and Stores Controller - East Sydney, Ryde, TAFE		
1st year	75	70,480
2nd year	78	72,702
3rd year	82	75,552
4th year	85	77,767

Hamilton/Wollongong		
1st year	72	68,519
2nd year	75	70,480
3rd year	78	72,702
4th year	82	75,552
Operations Manager (Brookvale, Dubbo, Loftus, Werrington) TAFE		
1st year	66	64,714
2nd year	77	71,866
Operations Supervisor - Food School, Kingscliff, Wollongong, TAFE		
1st year	52	56,509
2nd year	55	58,060
Senior Housekeeper, Ryde, TAFE		
1st year	57	59,121
2nd year	63	62,814
Scientific Instrument Maker, TAFE	51	55,940
Steel Production Assistant (formerly Cold Saw Operator) TAFE	25	44,329
Steel Production Supervisor (formerly Charge Hand, Cold Saw (Operator), TAFE	40	50,619
Stores Attendant, Hairdressing, TAFE		
1 st year	22	42,563
2 nd year	23	43,539
3 rd year	25	44,329
Technical Assistant (Art, Ceramics, TV Studio) TAFE		
Years 1 - 3	32	47,108
Years 4 - 6	34	47,936
Year 7	35	48,324
Technical Assistant (Design)		
1 st year	35	48,324
2 nd year	37	49,282
3 rd year	39	50,205
Technical Assistant (Electrical Engineering/ Applied Electricity), TAFE		
1 st year	50	55,509
2 nd year	52	56,509
3 rd year	54	57,491
Technical Assistant (Mechanical Engineering/ Civil Engineering Building)		
1 st year	46	53,407
2 nd year	47	53,967
Technical Assistant (Vehicle Building)		
1 st year	46	53,407
2 nd year	47	53,967
Technical Assistant (Refrigeration and Air Conditioning), TAFE	32	47,108
Technical Assistant (Rural Studies), TAFE		
1 st year	34	47,936
2 nd year	36	48,816
3 rd year	39	50,205
4 th year	41	51,189
5 th year	44	52,489
6 th year	47	53,967

7 th year	50	55,509
8 th year	53	56,993
9 th year	56	58,604
10 th year	59	60,329
11 th year	61	61,505
Community Liaison Officer/Aboriginal Community Liaison Officer, Department of Education and Training (DET)	57	59,121
Farm Foreman, DET		
Grade A		
1 st year	39	50,205
2 nd year	41	51,189
3 rd year	43	52,102
Grade B		
1st year	45	53,000
2nd year	47	53,967
3rd year	51	55,940
House Officer, DET		
1st year	34	47,936
2nd year	36	48,816
3rd year	39	50,205
Maintenance Officer, DET		
1st year	24	43,967
2nd - 7th year	25	44,329
8th year	26	44,688
Photographic Assistant, DET		
1st year	22	42,563
2nd year	23	43,539
3rd year	25	44,329
4th year	26	44,688
Matrons and Sub-Matrons, DET		
Matron		
1st year	45	53,000
Thereafter	46	53,407
Sub-Matron		
1st year	39	50,205
Thereafter	40	50,619
Storeman/Attendant, Hurlstone/Yanco Agricultural High School, DET		
1st year	17	40,662
2nd year	18	41,063
3rd year and 4th year	20	41,771
5th year	22	42,563
Technical Assistant (Art, Ceramics, TV Studio)		
Years 1 - 3	32	47,108
Years 4 - 6	34	47,936
Year 7	35	48,324
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)		
Junior - under 17 (50% of Grade 1, Yr 1)		
Aged 17 (60% of Grade 1, Yr 1)		
Aged 18 (70% of Grade 1, Yr 1)		
Aged 19 (80% of Grade 1, Yr 1)		
Aged 20 (90% of Grade 1, Yr 1)		
Grade 1		
1st year	18	41,063
2nd year	22	42,563

3rd year	25	44,329
4th year	29	45,896
5th year	32	47,108
Grade 2		
1st year	34	47,936
2nd year	36	48,816
3rd year	37	49,282
4th year	39	50,205
Grade 3		
1st year	46	53,407
2nd year	52	56,509
Field Services Staff, DIPNR Field Supervisor		
1st year	48	54,416
2nd year	51	55,940
3rd year	53	56,993
4th year	55	58,060
5th year	58	59,705
Field Service Manager, Years 1-3 only Other locations (not specified)		
1st year	66	64,714
2nd year	67	65,376
3rd year	69	66,610
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.		
4th year	75	70,480
Regional Field Services Manager	83	76,290
Drillers (Central West Region employees only), DIPNR		
Driller's Assistant Roster Allowance	22	42,563 4,936
Trainee Drilling Officer Roster Allowance	25	44,329 5,142
Drilling Officer - Level 1 Roster Allowance	38	49,693 5,765
Drilling Officer - Level 2 Roster Allowance	40	50,619 5,872
Drilling Officer - Level 3 Roster Allowance	43	52,102 6,044
Drilling Officer - Level 4 Roster Allowance	48	54,416 6,313
Drilling Officer - Level 5 Roster Allowance	53	56,993 6,611
Senior Drilling Officer Roster Allowance	57	59,121 6,857
Overseers, DIPNR		
Grade 1 (ex Dept of Water Resources only)	60	60,889
Grade II	61	61,505
Grade III	65	63,959

Grade IV	73	69,227
Grade V	77	71,866
Plant Managers, DIPNR		
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga)	65	63,959
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)		
Year 1	69	66,610
Year 2	70	67,267
Assistant Education Officers,	43	52,102
Powerhouse Museum	47	53,967
House Officer, Powerhouse Museum	43	52,102
	44	52,489
Museum Officer, Powerhouse Museum	18	41,063
	19	41,420
	20	41,771
	21	42,171
	23	43,539
Photographer - Grade 1 - Years 1-3 (various agencies)		
1st year	39	50,205
2nd year	41	51,189
3rd year	43	52,102
Grade 2*		
1st year	49	54,977
2nd year	51	55,940
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)		
Photographers Grade 3** Years 1-3		
1st year	63	62,814
2nd year	65	63,959
3rd year	69	66,610
**Grade 3 requirements in Sch A of award		
Photographic Assistant	22	42,563
	23	43,539
	25	44,329
	26	44,688
Preparator - Grade 1, Powerhouse Museum Years 1-3	45	53,000
	48	54,416
	51	55,940
Grade II - Years 1-2	55	58,060
	59	60,329
Senior Preparator, Powerhouse Museum	63	62,814
	65	63,959
Stores Officer, Powerhouse Museum		
Grade 1	31	46,657
	33	47,490
Grade 2	34	47,936
	35	48,324
Grade 3	36	48,816
	37	49,282
Grade 4	39	50,205
	41	51,189
Transport Officer, Powerhouse Museum	47	53,967
	49	54,977

Field Assistant, Dept of Mineral Resources		
Year 1	26	44,688
Year 2	28	45,428
Year 3	31	46,657
Year 4	32	47,108
Year 5	34	47,936
Regional Mining Officer, Dept of Mineral Resources	58	59,705
	61	61,505
	64	63,425
	67	65,376
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75	70,480
	79	73,284
	82	75,552
	85	77,767
Craftsman/Framer, Art Gallery	32	47,108
Gallery Services Officer, Art Gallery	18	41,063
	20	41,771
Supervisor, Gallery Services Officers Art Gallery -	23	43,539
Senior Gallery Services Officer	43	52,102
	45	53,000
	47	53,967
	49	54,977
Installation Officer, Art Gallery	26	44,688
	29	45,896
	32	47,108
Senior Installation Officer, Art Gallery	32	47,108
	35	48,324
Display Technician, Art Gallery Grade 1	45	53,000
	48	54,416
	51	55,940
Grade 2	55	58,060
	59	60,329
Senior Display Technician	63	62,814
	65	63,959
Bar Manager, Police Academy	34	47,936
Building Manager, NSW Police	60	60,889
	61	61,505
	63	62,814
Driving Instructor, NSW Police College	68	65,855
	69	66,610
	72	68,519
General Assistant, NSW Police College	19	41,420
	20	41,771
	22	42,563
	23	43,539
	25	44,329
Groom, Mounted Police	16	39,663
	18	41,063
Maintenance Attendant, Goulburn Police College	22	42,563
Senior Basement Attendant, Police Headquarters	29	45,896
	31	46,657

	32	47,108
	34	47,936
Storeman/Attendant, Police Headquarters	17	40,662
Uniform Fitter and Advisory Officer, NSW Police	37	49,282
Police Armourer		
Year 1	51	55,940
Year 2	55	58,060
Year 3	58	59,705
Year 4	59	60,329
General Assistant, State Library	23	43,539
Photographic Operator, State Library	23	43,539
	26	44,688
Museum Assistant, Historic Houses Trust		
Grade 1 Years 1 to 4	20	41,771
	21	42,171
	25	44,329
	27	45,048
Grade 2, Years 1 to 5	30	46,288
	31	46,657
	34	47,936
	35	48,324
	36	48,816
Museum Guide, Historic Houses Trust	28	45,428
Years 1 to 6	30	46,288
	32	47,108
	34	47,936
	36	48,816
	39	50,205
Chief Guide, Historic Houses Trust	48	54,416
	51	55,940
Timber Inspectors, State Forests		
Chief Timber Inspector	92	83,255
Deputy Chief Timber Inspector	77	71,866
	80	74,080
Senior Timber Inspector	67	65,376
	68	65,855
	69	66,610
Timber Inspector	45	53,000
	47	53,967
	49	54,977
	51	55,940
	53	56,993
	56	58,604
	58	59,705
Entrance Attendant, Royal Botanic Gardens	30	46,288
Herbarium Assistants, Royal Botanic Gardens		
Grade 1	18	41,063
	22	42,563
	25	44,329
	29	45,896
	32	47,108
Grade 2	34	47,936
	36	48,816
	37	49,282
	39	50,205

Centre Supervisor, State Sports Centre	37 (+10% all purpose allow.)	49,282
Centre Supervisor, State Sports Centre	40	50,619
Events Technical Officer, State Sports Centre	58	59,705
Maintenance Officer, State Sports Centre	55	58,060
Facilities Manager, State Sports Centre	111	100,613
Assistant Facilities Manager, State Sports Centre	67	65,376
General Assistant, WorkCover	19	41,420
	20	41,771
	22	42,563
	23	43,539
	25	44,329
Day Attendant, Australian Museum	18	41,063
	19	41,420
	20	41,771
	21	42,171
	23	43,539
Preparator, Australian Museum Assistant Preparator (55)	29	45,896
	34	47,936
	39	50,205
	43	52,102
Cadet Preparator (56)	21	42,171
	25	44,329
Chief Preparator	82	75,552
	84	76,961
Preparator (57) Grade I	46	53,407
	49	54,977
	52	56,509
Grade II	56	58,604
	60	60,889
Senior Preparator	63	62,814
	65	63,959
Cleaner/Messenger/Courtkeeper, Sheriff's Office, Attorney-General's Dept	30	46,288
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	27	45,048
Courtkeeper/Cleaner and Messenger, Bathurst, Attorney-General's Dept	25	44,329
Courtkeeper/Cleaner and Messenger, Queanbeyan (Local Court), Attorney- General's Dept	25	44,329
Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17	40,662
	18	41,063
	20	41,771
	22	42,563

Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	43,539
Property Inspector, Public Trust Office	64	63,425
	67	65,376
	69	66,610
	73	69,227

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (HOME CARE SERVICE OF NEW SOUTH WALES - ADMINISTRATIVE STAFF) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 148 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

REVIEWED AWARD

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MACHINERY OF AWARD

1. Arrangement

Clause No. Subject Matter

PART A

MACHINERY OF AWARD

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3. Area, Incidence and Duration
4. Definitions
5. Consultation
6. Grievance/Dispute-Settling Procedures

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2. Title

This award shall be known as the Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2007.

3. Area, Incidence and Duration

- (i) This award shall apply to persons employed in the classifications contained in Part G, Monetary Rates.
- (ii) This award rescinds and replaces the Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2007 published 30 May 2008 (365 IG 1629) and all variations thereof.
- (iii) 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) take effect on and from 16 April 2012.

- (iv) The award remains in force until varied or rescinded, the period for which it was made having already expired.

4. Definitions

- (i) "Administrative Officer" means and includes all employees of the Home Care Service of New South Wales other than those employed under the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2008 and all variations thereof.
- (ii) "Employee" means a person employed pursuant to this award.
- (iii) "Employer" means the Home Care Service, a division of Ageing Disability and Home Care, Department Of Family And Community Services NSW as constituted by the *Home Care Service Act 1988*.
- (iv) A "Full-time Employee" is one who is appointed to work 35 hours per week.
- (v) A "Part-time Employee" is one who regularly works less than 70 hours per fortnight.
- (vi) A "Casual Employee" means an employee engaged by the hour and paid as such and shall only be used for temporary and relief purposes.
- (vii) "Home Care Service" or "Service" means the body referred to in the *Home Care Service Act 1988*. The Act provides that the Director-General of the Department of Family And Community Services manages the Service.
- (viii) "Trainee" means an employee who is bound by and undertaking an approved traineeship under the *Apprenticeship and Traineeship Act 2001*.
- (ix) "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (x) Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

5. Consultation

The Department of Family And Community Services NSW and the Union agree to continued consultation through the Joint Consultative Committee regarding matters affecting, but not limited to, those that are likely to have a significant effect on employees, such as major changes to organisational structure, programs or technology.

6. Grievance/Dispute Settling Procedures

When a dispute arises, every effort must be made to resolve the matter with haste and settle it by following the procedure as set out below:

Step 1

In the first instance the issue should be discussed between the employee(s) concerned and the Supervisor/Branch Manager. If at this stage the parties are unable to discuss the issue, an employee may seek the intervention of a Home Care Union delegate.

Step 2

If the issue has not been resolved within a reasonable time period, the employee(s) or a Home Care Union delegate may approach the Area/Section Manager to seek resolution of the dispute.

Step 3

Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate Manager, the notification may occur to the next appropriate level of management, including, where required, to the Department head or delegate.

Step 4

The immediate Manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within 2 working days, or as soon as practicable, of the matter being brought to attention.

Step 5

Should the parties be unable to resolve the dispute as defined in the steps above, the parties may refer the issue to their respective representatives, i.e. the authorised delegate for Home Care and the General Secretary of the Union or delegate for the employees of the Home Care Service.

Step 6

If the issue is not resolved by discussion between management and the Union, either party can refer the matter to the General Manager of the Home Care Service for resolution.

Notwithstanding the above, either party still has the option to refer the issue to the relevant industrial tribunal for resolution.

When the dispute relates to more than one branch, the procedure will start at Step 3.

It is agreed that work shall continue during the period of discussion except where there is a bona fide safety matter, in which case employees may be relocated to safe positions.

PART B

EMPLOYMENT

7. Contract of Employment

- (i) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclauses (i) and (ii) of this clause shall be consistent with the employer's responsibility to provide a safe and healthy working environment.
- (iv) An employee may be engaged as full-time, part-time or casual.
- (v) The engagement of employees other than casuals shall be terminated by 2 weeks' notice on either side to be given at any time during the week or by the payment or forfeiture, as the case may be, of 2 weeks' wages in lieu thereof.
- (vi) Notwithstanding the provisions of this clause, the employer or its representative shall have the right to terminate the services of an employee at any time for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and shall be liable only for payment up to the time of dismissal.

- (vii) The employment of a casual employee may be terminated by one hour's notice.
- (viii) Upon the termination of employment, the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the class of work for which the employee was engaged and when the employment terminated.

8. Part-Time Employees

- (i) Part-time employees (see clause 4, Definitions) employed under this clause shall be paid an hourly rate calculated on the basis of 1/35th of the appropriate weekly rate prescribed by Table 1 - Salaries, of Part G, Monetary Rates, with a minimum payment of one hour for each start.
- (ii) Employees engaged as part-time shall be granted leave and other entitlements of this award on a pro rata basis.

9. Casual Employees

- (i) Casual employees (see clause 4, Definitions) shall receive an hourly rate of 1/35th of the appropriate weekly rate of salary prescribed in Table 1 - Salaries, of Part G, Monetary Rates, plus a casual loading of 15%, for all duties performed in ordinary time on any day, Monday to Friday, inclusive. This amount shall be the ordinary hourly rate of pay for casual employees.
- (ii) The hourly rate of pay prescribed in subclause (i) of this clause shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (iii) Casual employees shall receive a minimum payment of one hour for each start.

10. Hours of Work

- (i) The ordinary hours of work, exclusive of meal times, shall not exceed 7 hours per day or 35 hours per week, to be worked between the hours of 7.00 a.m. and 7.00 p.m., Monday to Friday.
- (ii) The starting and finishing times of an employee once fixed may be altered by the employer only following one month's notice to accommodate a change in office hours but may be altered at any time by agreement between the employer and the employee.
- (iii) Subclauses (i) and (ii) of this clause apply except as provided for in clause 11, Flexi-time.
- (iv) The Home Care Service may require an employee to perform duties beyond the hours determined under this clause but only if it is reasonable for the employee to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to employee health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
 - (d) the notice (if any) given by the Home Care Service regarding the working of the additional hours and by the employee of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.

11. Flexi-Time

(i) Application

The provisions contained in this clause apply to all permanent employees including those employed on a part-time basis.

(ii) Bandwidth

- (a) The Bandwidth is 7.00am to 7.00pm, Monday to Friday, during which time normal work can be undertaken, based on the conditions contained in this clause.
- (b) Time worked outside the Bandwidth will attract overtime in accordance with clause 19, Overtime of this award.
- (c) Alteration to the Bandwidth shall be by agreement.

(iii) Credit/Debit Hours

- (a) Credit/Debit Hours are identified as being the difference between the hours an employee has accumulated in a four weekly period and the ordinary hours of 140.
- (b) Hours in excess of 140 are credit hours, those less than 140 hours are debit hours.

(iv) Coretime and Standard Time

- (a) Coretime is the period during the day within Standard Hours when all employees are required to be on duty, unless on authorised leave.
- (b) Coretime shall be set by each Work Location.
- (c) Coretime shall be of 6 hours duration, exclusive of a meal break.
- (d) Standard time shall be the hours a Work Location is normally open and operating and shall be set by Central Office.

(v) Lunch and Meal Breaks

- (a) Approval may be sought for a Work Location to have a flexible lunch period. The minimum lunch period shall be a half hour. Under normal circumstances the maximum lunch period shall be one hour.
- (b) Lunch periods in excess of one hour shall be determined in consultation with the Authorising Officer, ensuring that such an extension does not prevent the proper functioning of the Section to which the employee is attached.
- (c) An employee shall not be required to be on duty for more than 5 ordinary hours from the time of commencement without a break.

(vi) Accumulation and Carry Over

- (a) An employee may accumulate credit or debit hours throughout a period, provided that at the end of the period the number of credit hours carried forward does not exceed 14 hours and any debit hours carried forward does not exceed 10 hours.
- (b) Where an employee's accumulation of credit hours at the end of a period exceeds 14 hours the excess hours shall be forfeited.

- (c) Authorising Officers shall make every effort to ensure that an employee does not consistently forfeit excess credit hours at the conclusion of periods as a result of requests for flexi leave being refused.
 - (d) Where an employee's accumulation of debit hours at the end of a period exceeds 10 hours, the excess hours accumulated shall be taken as annual leave where available or leave without pay where no annual leave exists.
- (vii) Flexileave
- (a) An employee may take off in core time a maximum of two (2) full day or four (4) half-days at any time during a period. A half-day is three and a half hours for full-time employees and half the normal hours worked for part-time employees.
 - (b) It is not necessary for an employee to have a credit balance when taking flexileave.
 - (c) Flexileave may be taken immediately before or after annual leave.
 - (d) Flexileave cannot be taken during any period of leave.
 - (e) Flexileave may not be taken at the end of a period of leave without pay.
 - (f) An employee must obtain the approval of the supervisor prior to proceeding on flexileave.
- (viii) Disruption of transport
- (a) Notwithstanding any other provision contained in this clause, where an employee encounters a disruption to the mode of transport normally used in travelling from the employee's place of residence to place of employment and such disruption is caused by a transport strike or other extraordinary condition the following conditions shall apply:
 - (1) The employee may commence duty at any time and where the disruption continues throughout the day, may cease duty at any time.
 - (2) An employee affected by such a disruption will not be debited annual leave if the employee commences duty after the beginning of coretime. Time worked on such days will accumulate in the normal way.
 - (3) The employee may elect to take off the full day as flexileave where the disruption is reasonably likely to continue throughout the day.
 - (4) Flexileave taken during such disruptions shall be recorded as over and above the normal flexileave to which the employee is entitled under this clause.
 - (b) Flexileave taken under these conditions shall be at the discretion of the Authorising Officer, provided that all relevant circumstances are considered, including:
 - (1) The delayed employee's usual time of arrival at the employee's place of employment.
 - (2) Where the disruption was foreseeable, the employee made reasonable attempts to arrive at the place of employment prior to the commencement of coretime.
- (ix) Travelling on official business
- (a) Any travel on official business during the bandwidth on a working day shall be treated as time worked for the purposes of this clause and in accordance with all other provisions of this award.

- (b) Employees shall be compensated for travelling time excluding time within the flextime time bandwidth in accordance with clause 23, Excess Travel of this award.
- (x) Transfer to other Work Locations
 - (a) An employee transferred from one location to another shall carry credit or debit hours to the new location.
 - (b) Work Locations shall ensure that details of a transferred employee's debit or credit hours are conveyed to the new Work Location at the time of transfer.
 - (c) An employee relieving in another Work Location shall comply with the approved Bandwidth and Coretime applying in that office, branch or section.
- (xi) Where an employee has accrued 8 weeks of annual leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, annual leave has been applied for and declined, access to flex leave is still available.
- (xii) Termination of Service
 - (a) Where an employee gives notice of resignation or retirement the employee shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
 - (b) Work Locations shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such employees.
 - (c) Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated annual leave or moneys owing to that employee shall be adjusted accordingly.
 - (d) An employee may receive compensation for accumulated credit hours to 14 hours outstanding on the last day of service:
 - (1) Where an employee's services terminate without notice for reasons other than misconduct.
 - (2) Where an application for a period of flexileave which would have eliminated the accumulated credit hours was made pursuant to this clause during the period of notice or resignation and was refused.
 - (3) In such other circumstances as the Authorising Officer may approve.
- (xiii) Variations

The provisions of this clause shall not be altered without the consent of both parties. Provided that failure to reach mutual consent shall not prevent either party from seeking the assistance of the Industrial Relations Commission of NSW.

11A. Lactation Breaks

- 11A.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.
- 11A.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.
- 11A.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of upto 30 minutes on any day so worked.

- 11A.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.
- 11A.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11A.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.
- 11A.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.
- 11A.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 29, Sick Leave of this award, or access to the flexible working hours scheme in clause 11, Flexi-time of this award, where applicable.

12. Redundancy

Employees whose positions are made redundant and are declared by the employer to be excess to the needs of the organisation shall be managed in accordance with the Government's policy on Managing Excess Employees, as varied from time to time.

13. Deduction of Union Membership Fees

- (i) The Union shall provide the employer with a schedule setting out Union membership fees payable by members of the Union in accordance with the Union's rules.
- (ii) The Union shall advise the employer of any change to the amount of membership fees made under its rules. Any variation to the schedule of Union membership fees payable shall be provided to the employer at least one month in advance of the variation taking place.
- (iii) Subject to subclauses (i) and (ii) of this clause, the employer shall deduct Union membership fees from the salary of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Moneys so deducted from employees' salary shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.

13A. Secure Employment

- (i) 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.

- (ii) Casual Conversion
 - (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have 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) 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.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), 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 pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Occupational Health and Safety
- (a) 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.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (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.
- (c) Nothing in this subclause (iii) 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.
- (iv) 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.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

PART C

REMUNERATION

14. Salaries

- (i) Employees will be appointed to one of the grades as outlined in Table 1 - Salaries, of Part G, Monetary Rates.
- (ii) Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award, or an award replacing it by way of salary increase, this award shall be varied to give effect to any such salary increase, from the same operative date of the variation of that award, or replacement award, excluding trainees as provided by subclause (iii) of this clause.

- (iii) Trainees appointed under the provisions of clause 36, Traineeships, will be appointed to an applicable rate of pay as outlined in the Crown Employees (Home Care Service of New South Wales - Administrative Staff - Training Wage) Award 2007 or an award replacing it.

15. Appointment

- (i) Except as provided in subclause (ii) of this clause, employees will be appointed to the first salary point in the grade range of the position to which they are appointed.
- (ii) The employer may appoint a person to a higher salary level within the grade range. In determining commencing salary, regard must be given to:
 - (a) the person's skills, experience and qualifications;
 - (b) the rate required to attract the person; and
 - (c) the remuneration of existing employees performing similar work.

16. Salary Progression

Progression within each grade range will be by annual increment, provided that the manager is satisfied with the conduct and manner of performance of duties of the employee concerned.

17. Classification Committee

At the initiative of the employer, or at the request of the Union, a Classification Committee comprised of representatives of the employer, employees and the Union shall be convened to evaluate positions and make recommendations to the Executive Director Home Care Service of NSW about the classification and grading of positions under this award.

18. Payment of Salaries

- (i) All salaries shall be paid fortnightly not later than Thursday in each pay week.
- (ii) Salaries shall be paid by deposit to nominated financial institutions, unless otherwise agreed between the employer and the employee.
- (iii) The employer shall provide to each employee a method for recording the hours worked each day which shall be verified by the employee.
- (iv) Before or at the time of payment of salaries each employee shall be issued with a docket or pay envelope showing the date of payment, period covered by such payment, the amount of salary paid for work at ordinary rate, the amount of salary for overtime, the amount of allowances, the amount and nature of any deduction and any annual leave or other leave payments.

19. Overtime

- (i) For all work directed to be performed outside the ordinary hours of work, the rates of pay shall be time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

An employee who is directed to work overtime may elect to take leave in lieu of payment for all or part of his/her entitlement in respect of the time so worked, provided that:

- (a) Leave in lieu of payment shall be taken at the convenience of the Home Care Service.
- (b) The maximum period of leave in lieu that may be taken in respect of any one period of overtime worked shall be one day.

- (c) Any period of leave in excess of one day shall be paid by the employer at the appropriate rate.
- (ii) For the purpose of this clause each day shall stand alone.
- (iii) Provided that employees whose positions are graded at Grade 14 Step 1 and above shall be paid, under the provisions of this clause, overtime based on the ordinary rate of pay for Grade 13 Step 2 as contained in Table 1 - Salaries, of Part G, Monetary Rates.
- (iv) 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:
 - (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to employee health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or any other relevant matter.

20. Meal Allowance

An employee required to work overtime for more than 2 hours, without being notified on the previous day or earlier that he/she will be so required to work, shall be paid for the purchase of a meal.

Provided that the amount paid shall be equal to the overtime meal allowance as determined by the Crown Employees (Public Service Conditions of Employment) Award 2009 and as advised by the Director of Public Employment.

21. Higher Duties Or Relief Work

- (i) An employee, when called upon by the employer to perform work of a classification paid at a higher grade, shall be paid at the higher grade rate of pay for the time so spent.
- (ii) No employee shall suffer a reduction in salary by reason of relieving in a classification paid at a lower grade.

22. Travel Allowance

- (i) Where an employee is required to use his/her motor vehicle on official business, he/she shall be paid at a rate per kilometre as set out Item 1 of Table 2 - Other Rates and Allowances, of Part G, Monetary Rates.
- (ii) The allowance is to be increased in accordance with the motor vehicle allowances for official business in the Crown Employees (Public Service Conditions of Employment) Award 2009 and as advised by the Director of Public Employment.
- (iii) Travel from the employee's home to the work location and return shall be excluded.
- (iv) Where an employee is required to use public transport for travel on official business, such employee is to be reimbursed the actual expenses incurred for such travel.

No payment shall be made under subclauses (i) and (ii) of this clause unless the employer is satisfied that the employee has incurred the expenditure for such travel.

23. Excess Travel

- (i) Excess travel is defined as any travel or waiting time outside the ordinary hours of work, as defined in clause 10, Hours of Work, and subject to the provisions of this clause.
- (ii) Excess travel shall be paid at the single, ordinary rate of pay or an employee may elect to take leave in lieu of such payment to be taken within 1 month of accrual unless otherwise authorised by the employee's manager.
- (iii) Compensation for excess travelling time excludes time within the flexitime bandwidth.
- (iv) The hours of excess travel shall not be regarded as work time for the purposes of leave and other entitlements found in this award or other understandings or agreements reached by the parties to this award.
- (v) No payment shall be made under this clause unless the employer is satisfied the excess travel or waiting time was directed or approved.

24. Sustenance Allowance

- (i) Employees who are authorised to perform duties at a temporary work location necessitating the employee being away from home overnight shall have travel and associated expenses, properly and reasonably incurred met by the employer in accordance with this clause.
- (ii) The employer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- (iii) 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.
- (iv) 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. Employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- (v) Where the employer elects to pay the accommodation provider the employee shall receive:
 - (a) the appropriate meal allowance in accordance with Item 7 of Table 2 - Other Rates and Allowances of Part G, Monetary Rates
 - (b) incidentals as set out in item 6 of table 2- Other Rates and Allowances of Part G, Monetary Rates
- (vi) 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 Table 2- Other Rates and Allowances, of Part G, Monetary Rates; or
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas).
- (vii) The sustenance allowance is to be increased in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 and as advised by the Director of Public Employment.

PART D

LEAVE PROVISIONS

25. Public Holidays

- (i) The days on which the following holidays are observed shall be holidays under this award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and the picnic day of the Home Care Service to be held on the first Monday of August each year or on a day determined by the employer.
- (ii) Where in the State an additional holiday is proclaimed or gazetted by the Commonwealth or New South Wales State Government and is to be observed generally by persons throughout the State, then such day shall be deemed to be a holiday for the purposes of this award.
- (iii) Employees directed to work on any of the days prescribed in subclause (i) of this clause shall be paid 150% in addition to ordinary rates for the time so worked.

26. Annual Leave

- 26.1 See *Annual Holidays Act 1944*.
- 26.2 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. The employer may direct an employee with more than 8 weeks to take their annual leave so that it is reduced to below 8 weeks.

27. Annual Leave Loading

- (i) Employees, other than casual employees, shall be entitled to an annual leave loading based on the equivalent of 17½% of 4 weeks' ordinary pay.
- (ii) Payment of annual leave loading shall be made on the annual leave accrued during the previous leave year and shall be subject to the following conditions;
 - (a) Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks annual leave. Where an employee does not have at least 2 weeks annual leave available, the employee may use a combination of annual leave and any of the following: public holidays, flex leave, long service leave, leave without pay, time off in lieu. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
 - (b) If at least two weeks leave, as set out in (a) of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.
 - (c) While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in subclause (a) is taken.
 - (d) An employee who has not been paid the annual loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.
- (iii) Annual leave loading shall not apply to proportionate leave on termination.

28. Purchased Leave

- (i) An employee may apply to enter into an agreement with the employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
 - (a) Each application will be considered subject to operational requirements and personal needs and will take into account the employer's business needs and work demands.
 - (b) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - (c) The leave will count as service for all purposes.
- (ii) The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
 - (a) Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - (b) To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- (iii) Purchased leave is subject to the following provisions:
 - (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, long service leave or leave in lieu will be paid at the purchased leave rate of pay.
 - (c) Sick leave cannot be taken during a period of purchased leave.
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employees hourly rate based on the ordinary rate of pay.
 - (f) Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- (iv) Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The employer may make adjustments relating to their salary administration arrangements.

29. Long Service Leave

- (i) Employees accrue long service leave in accordance with the provisions of the *Long Service Leave Act 1955*. Long service leave may be taken at full pay or half pay; or at double pay in accordance with subclause (iv) of this clause.
- (ii) Long Service Leave entitlement after 7 years service -employees with 7 years or more service will be entitled to take (or be paid out on resignation) long service leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. No repayment will be required if an employee does not reach 10 years service.
- (iii) Long Service Leave entitlement after 5 years service but less than 7 years service - If the employer terminates employment for reasons other than serious and intentional misconduct, or, an employee leaves on account of illness, incapacity or domestic or other pressing necessity, the employee is entitled

to 1 month's long service leave for 5 years service plus a pro-rata rate for service of between 6 and 7 years.

- (iv) Long Service Leave on Double Pay - An employee with an entitlement to long service leave may elect to take leave at double pay. The additional payment will be made as a taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, eg recreation leave, sick leave and long service leave will accrue at the single time rate where an employee takes long service leave at double time. Superannuation contributions will only be made on the basis of the actual absence from work, ie at the single time rate, except for employees who are members of the First State Super Fund or similar accumulation superannuation fund who will have their superannuation contributions calculated on the double time rate. Where an employee elects to take long service leave at double pay, in most cases a minimum period of absence of one week should be taken, ie one week leave utilising two weeks of accrued leave.
- (v) Public holidays that fall whilst an employee is on a period of long service leave will be paid and not debited from the employee's long service leave entitlement. In respect of public holidays that fall during a period of double pay long service leave an employee will not be debited in respect of the leave on a public holiday. The employee's leave balance will however be reduced by an additional day to fund the taxable allowance.

30. Sick Leave

An employee, other than a casual employee, who is unable to attend for duty during his or her ordinary working hours by reason of personal illness or incapacity not due to his or her own serious or wilful misconduct shall be entitled to be paid at the ordinary-time rates of pay for the time of such non-attendance subject to the following conditions and limitations:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the New South Wales workers compensation acts.
- (ii) The employee shall, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the employer of his or her inability to attend for duty because of illness and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the employer in respect of the absence.
- (iv) Full-time Employees

Sick leave is granted on the basis of 10 days per anniversary year, provided that:

- (a) during the first 3 months' employment, one day only of sick leave be available each month, to be granted to an employee subject to the conditions of this clause; and
 - (b) on the first day of the fourth month of employment, 10 days' sick leave less such sick leave granted under paragraph (a) of this subclause shall be credited to the employee.
- (v) Part-time Employees

Sick leave is granted on a pro rata hourly basis calculated on the number of hours employed per anniversary year, provided that:

- (a) during the first 3 months of employment the equivalent of 1/10th of the pro rata hourly entitlement be available each month to be granted to an employee; and
- (b) on the first day of the fourth month of employment; the pro rata annual entitlement less such sick leave granted under paragraph (a) of this subclause shall be credited to the employee;

- (c) retrospective adjustment to sick leave entitlements will be made where part-time employees work hours in excess of their contract.

Such leave shall accumulate from year to year and may be taken by an employee in addition to the sick leave entitlement available in any one year.

- (vi) If an employee who is absent on annual leave or long service leave, furnishes to the employer a satisfactory medical certificate in respect of an illness which occurred during the leave, the employer may, subject to the provisions of this clause, grant sick leave to the employee 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.

The provisions of this subclause do not apply to employees on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

- (vii) The employer may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- (viii) Paid sick leave shall not be granted during a period of unpaid leave.

31. Sick Leave - Requirements for Evidence of Illness

- (i) In addition to the requirements under subclause 30, Sick Leave of this award an employee may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the employer. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the employer for each occasion absent for the balances of the calendar year.
- (ii) As a general practice backdated medical certificates will not be accepted however if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the employer is satisfied that the reason is genuine.
- (iii) If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the employer will advise them in advance.
- (iv) If the employer is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employees application for leave can be referred to the nominated medical assessor for advice.
 - (a) The type of leave granted to the employee will be determined by the employer based on nominated medical assessor 's advice.
 - (b) If sick leave is not granted, the employer will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- (v) The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about the disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt confidentially by an alternate manager of the human resource section of the employer.
- (vi) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the employer's discretion another registered health services provider, or

- (b) 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 evidence of illness from a registered medical practitioner, or
- (c) at the employer's discretion, other forms of evidence that satisfy the employer that the employee had a genuine illness.

32. Personal/Carer's Leave

(i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph(c)(2) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 30, Sick Leave of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - 1. a spouse of the employee; or
 - 2. a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 3. a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - 4. a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 5. a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (A) "relative" means a person related by blood, marriage or affinity;
 - (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (C) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph(i)(c)(2) of this clause who is ill.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least ten consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime

For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause and, despite the provisions of clause 19, Overtime, the following provisions shall apply:

- (a) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (b) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (c) Where no election is made in accordance with paragraph (i)(a) of this clause, the employee shall be paid overtime rates in accordance with the award.

(v) Make-up Time

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

(vi) Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary requirements set out in paragraph (i)(b) and the notice requirements set out in paragraph (i)(d) 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 family member described in subparagraph (i)(c)(2) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The 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 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 clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

- (vii) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary requirements set out in paragraph (i)(b) and the notice requirements set out in paragraph (i)(d), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (i)(c)(2) of this clause.
 - (b) 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 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 clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

33. Family and Community Service Leave

- (i) The employer shall grant to an employee (other than a casual employee) some, or all of their accrued Family and Community Service Leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause (ii) of this clause. Non-emergency appointments or duties should be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (ii) 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 employee's household;
 - (b) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (d) attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) 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;
- (iii) Family and Community Service Leave may also be granted for :
 - (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
 - (b) 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.
- (iv) The definition of "family" or "relative" in this clause is the same as that provided in subparagraph (i) (c) (2) of clause 32, Personal/Carer's Leave.
- (v) Family and Community Service Leave shall accrue as follows:
 - (a) two and a half days in the employees first year of service;

- (b) two and a half days in the employees second year of service ;and
- (c) one day per year thereafter
- (vi) Part-time employees will accrue Family and Community Service Leave on a pro rata basis.
- (vii) If available Family and Community Service Leave is exhausted as a result of natural disasters, the employer shall consider applications for additional Family and Community Service Leave, if some other emergency arises.
- (viii) If available Family and Community Service Leave is exhausted, on the death of a person defined in subparagraph (i)(c)(2) of clause 32, Personal/Carer's Leave, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- (ix) In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subparagraph (i)(c)(2) of clause 32, Personal/Carer's Leave, shall be granted when paid Family and Community Service Leave has been exhausted or is unavailable. The employer may also grant employees other forms of leave such as accrued annual leave, time off in lieu, flex leave and so on for family and community service leave purposes.

34. Parental Leave

(i) Maternity Leave

A female employee, other than a casual employee, who has completed at least 40 weeks' continuous service with the employer prior to the commencement of maternity leave shall be granted maternity leave, subject to the following conditions:

A casual employee who has completed at least 2 years' continuous service with the employer prior to the commencement of maternity leave shall be granted unpaid maternity leave subject to the following conditions:

- (a) An employee who wishes to take maternity leave shall, in not less than 10 weeks prior to the expected date of confinement, give her employer notice in writing -
 - (1) stating her intention to take maternity leave; and
 - (2) specifying the period of maternity leave she intends to take and the date of commencement and completion of that period.
- (b) Provided that an employee must give notice in writing not less than 4 weeks prior to the last day of the period of maternity leave confirming her intention to return to work. An employee who fails to comply with this requirement shall be deemed to have terminated her employment on the day after the last day on which the notice is required.
- (c) Such absence shall be supported by a medical certificate from a registered medical practitioner indicating the anticipated date of confinement.
- (d) The total absence on maternity leave shall not exceed 12 months from the date of commencement of such leave subject to the provisions set out in subclause (h) of this clause.
- (e) An employee (other than a casual employee) taking maternity leave shall be entitled to the payment at the ordinary rate of pay for a period of up to 14 weeks, at full pay, half pay or as a lump sum. The balance of the remaining maternity leave shall be unpaid.
- (f) Payment for maternity leave is at the rate applicable when leave is taken. An employee holding a full time position who is on part time leave without pay when they start maternity leave is paid;

- (1) at the full time rate if they began part time leave 40 weeks or less before starting maternity leave;
 - (2) at the part time rate if they began part time leave more than 40 weeks before starting maternity leave and have not changed their part time work arrangements for the 40 weeks;
 - (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.
- (g) Where an employee elects to return to work within 6 weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to return to her normal duties.
- (h) An employee who commences a subsequent period of maternity leave for another child within 24 months of commencing an initial period of maternity leave within will be paid:
- (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
 - (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
 - (3) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- (ii) Adoption Leave

Any employee, other than a casual employee, who has completed at least 40 weeks' continuous service with the employer prior to the commencement of Adoption Leave, shall be entitled to Adoption Leave under the following conditions:

- (a) up to 14 weeks' paid leave at the time of adoption at the ordinary rate of pay, at full pay, half pay or as a lump sum; and
- (b) where the employee is the primary care-giver and, with the consent of the employer, a further 38 weeks of unpaid leave may be taken.

This entitlement shall be reduced by any period of adoption leave taken by the employee's spouse for the same child.

The total period of leave shall not exceed one year from the time of the child adoption subject to the provisions set out in subclause (g) this clause.

An employee shall be required to:

- (a) give notice of the date of the intent to take Adoption Leave and the proposed length of leave; this must be done -
 - (1) within 2 months of receiving approval for adoption; or
 - (2) if a relative adoption, as soon as the child has been taken into custody pending an adoption order application;
- (b) confirm the date and period of leave by giving at least 14 days' written notice before the adoption date;

- (c)
 - (1) provide certification from an adoption agency or appropriate body of the presumed date of adoption;
 - (2) provide a statement from a government authority stating that the employee has custody of a child pending an adoption order.
- (d) make a statutory declaration stating:
 - (1) that the employee is seeking Adoption Leave to become the primary care-giver of a child;
 - (2) details of any Adoption Leave sought or taken by the employee's spouse for the same child;
 - (3) the employee will not take another job or contravene his/her employment contract while on Adoption Leave.
- (e) Payment for Adoption Leave is at the rate applicable when leave is taken. An employee holding a full time position who is on part time leave without pay when they start Adoption Leave is paid:
 - (1) at the full time rate if they began part time leave 40 weeks or less before starting Adoption Leave;
 - (2) at the part time rate if they began part time leave more than 40 weeks before starting Adoption Leave and have not changed their part time work arrangements for the 40 weeks;
 - (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.
- (f) employee returning to work from Adoption Leave:
 - (1) shall confirm in writing their intention of returning to work not less than 4 weeks before the adoption leave expires;
 - (2) is entitled to return to the position held immediately before taking Adoption Leave. Where the position no longer exists, but there are other positions for which the employee is qualified and capable of performing, the employee is entitled to a position comparable in status and pay to that of the former position.
- (g) An employee who commences a subsequent period of Adoption Leave for another child within 24 months of commencing an initial period of Adoption Leave will be paid:
 - (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
 - (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
 - (3) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours

(iii) Other Parent Leave

An employee, other than a casual employee, who has completed at least 40 weeks' continuous service with the employer prior to the commencement of 'other parent' leave, shall be entitled to 'other parent' leave under the following conditions:

- (a) Up to one week's short 'other parent' leave at full pay or two weeks' leave at half pay at the time of birth or taking custody of a child in the case of adoption may be taken.
- (b) Where the employee is the primary care-giver and with the consent of the employer, a further period not exceeding 12 months, less any short 'other parent' leave in paragraph (a) of this subclause, may be taken.
- (c) The employee shall give 10 weeks' notice of their intention to take 'other parent' leave and provide satisfactory proof of the spouse's pregnancy or of the anticipated adoption.
- (d) An employee returning to work from 'other parent' leave:
 - (1) shall confirm in writing their intention of returning to work not less than 4 weeks before the 'other parent' leave expires;
 - (2) is entitled to return to the position they held immediately before taking 'other parent' leave. Where the position no longer exists, but there are other positions for which the employee is qualified and capable of performing, they are entitled to a position comparable in status and pay to that of the former position.

(iv) Right to Request

- (a) An employee entitled to either maternity, adoption or 'other parent' leave, other than a casual employee, may request the employer to allow the employee:
 - (1) to extend the period of unpaid maternity, adoption or 'other parent' leave for a further continuous period of leave not exceeding 12 months;
 - (2) 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) 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) Employee's request and the employer's decision to be in writing.

The employee's request under paragraph (iv)(a) and the employer's decision made under paragraph (iv)(b) of this subclause must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under (iv)(a)(2) of this subclause, 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.

(v) Communication during maternity, adoption or '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, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or 'other parent' leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility of the position he or she held before commencing maternity, adoption or 'other parent' 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 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 the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

(vi) Casual Employees

(a) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

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

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

35. Jury Service

An employee, other than a casual employee, required to attend for jury service during his/her ordinary working hours, shall be reimbursed an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time which would have been worked had the employee not been on jury service.

36. Study Leave

(i) Study leave shall be paid leave subject to the terms and conditions set out below:

- (a) Study leave applies to all permanent employees including those employed on a part-time basis.
- (b) The course of study must be work-related.

- (c) Decisions regarding the approval or otherwise for study leave shall not be the subject of an appeal to any service tribunal or any other industrial and/or lawful tribunal, commission or court.
 - (d) Study leave shall be granted and taken at the convenience of the Home Care Service. Such convenience shall take into consideration such factors as the necessity of an employee to be at work on specific days or times, availability of relief staff and service requirements concerning training or other requirements.
- (ii) Study leave shall be granted subject to the following criteria and conditions:
- (a) Study leave is granted on the basis of half an hour of leave for each hour of face-to-face lectures, or equivalent, up to a maximum of 4 hours.
 - (b) Such leave shall be cumulative and may be taken as examination leave or for field work purposes following approval.
 - (c) Study leave shall not accumulate from year to year. Each academic year shall stand alone.
 - (d) No travel time or travel allowance is payable.
 - (e) All payment for study leave shall be at the ordinary rate of pay.

36A. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in clause 4 (x), Definitions, of this award;
- (ii) Leave entitlements provided for in clause 33, Family and Community Service Leave, clause 30, Sick Leave and clause 32, Personal/Carer's Leave, may be used by an employee experiencing domestic violence;
- (iii) Where the leave entitlements referred to in subclause 34(ii) are exhausted, the employer shall grant up to five days special leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- (iv) 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;
- (v) Personal information concerning domestic violence will be kept confidential by the Service;
- (vi) The employer, 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.

PART E

TRAINING

37. Trade Union Training

Employees nominated by the Union to attend during ordinary working hours a course recognised by the Trade Union Training Authority in the State shall do so without loss of ordinary pay, subject to the following:

- (i) that the employer receive not less than 4 weeks' written notice of nomination from the Union, setting out the time, dates, content and venues of the course;
- (ii) that not more than one person at any one time from a branch is nominated, with no individual receiving more than 5 days' training per year;

- (iii) that a maximum of 100 days per financial year, non-cumulative, be available for trade union training each year;
- (iv) that the employer is satisfied that the course will assist in reducing work place disputes and in advancing industrial harmony within the organisation.

38. Traineeships

The rates of pay and conditions of employment of trainees (see clause 4, Definitions) will be the Crown Employees (Home Care Service of New South Wales - Administrative Staff - Training Wage) Award 2007 as varied from time to time. Variations to the Crown Employees (Home Care Service of New South Wales - Administrative Staff - Training Wage) Award 2007 will be in accordance with the Crown Employees (Public Service Training Wage) Award 2008 as varied from time to time.

PART F

ANTI-DISCRIMINATION

39. Anti-Discrimination

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

Notes:

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

"Nothing in this 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."

PART G
MONETARY RATES

Table 1 - Salaries

Effective from the first pay period to commence on or after the date in the column heading:

Classification and Grades	Common Salary Point	1.07.11 +2.5% Per annum \$
Home Care Gradings and Pay Scales -		
Grade 1 -		
Step 1	29	45,896
Step 2	33	47,490
Grade 2 -		
Step 1	35	48,324
Step 2	38	49,693
Grade 3 -		
Step 1	40	50,619
Step 2	43	52,102
Grade 4 -		
Step 1	45	53,000
Step 2	49	54,977
Grade 5 -		
Step 1	52	56,509
Step 2	56	58,604
Grade 6 -		
Step 1	58	59,705
Step 2	62	62,085
Grade 7 -		
Step 1	64	63,425
Step 2	68	65,855
Grade 8 -		
Step 1	70	67,267
Step 2	74	69,777
Grade 9 -		
Step 1	76	71,256
Step 2	79	73,284
Grade 10 -		
Step 1	81	74,745
Step 2	84	76,961
Grade 11 -		
Step 1	86	78,462
Step 2	89	80,902
Grade 12 -		
Step 1	90	81,703
Step 2	94	85,033
Grade 13 -		
Step 1	96	86,829
Step 2	100	90,426
Grade 14 -		
Step 1	102	92,178
Step 2	105	94,826

Grade 15 - Step 1	107	96,742
Step 2	110	99,640
Grade 16 - Step 1	112	101,594
Step 2	115	104,575
Grade 17 - Step 1	117	106,651
Step 2	120	110,079
Grade 18 - Step 1	121	111,025
Step 2	124	114,457
Grade 19 - Step 1	126	116,974
Step 2	130	122,128

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	22	Travel Allowance - use of own vehicle	Cents per km
		Engine Capacity -	
		2601cc and over	75.0
		1600cc - 2600cc	74.0
		1600cc or less	63.0
2	24	Sustenance Allowance - Capital City (Sydney)	296.10 per day
3	24	Sustenance Allowance - Tier 1 Country Centre	
		Maitland	244.60 per day
		Newcastle	255.60 per day
		Port Macquarie	224.30 per day
		Wagga Wagga	224.30 per day
4	24	Sustenance Allowance - Tier 2 Country Centre	
		Bathurst	224.30 per day
		Broken Hill	224.30 per day
		Dubbo	224.30 per day
		Orange	224.30 per day
		Wollongong	241.10 per day
5	24	Sustenance Allowance - Tier 3 Other Country Centres	204.30 per day

C. G. STAFF J.

**CROWN EMPLOYEES (LIBRARIANS, LIBRARY ASSISTANTS,
LIBRARY TECHNICIANS AND ARCHIVISTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 71 of 2012)

Before The Honourable Mr Justice Staff

27 April 2012

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing Rates of Pay
7.	Conditions of Employment
8.	Anti-Discrimination
9.	Dispute Resolution Procedures
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule 1 - Salaries

PART A**1. Title**

This award shall be known as the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award .

2. Parties

The parties to this Award are:

Director-General, Department of Premier and Cabinet

New South Wales Technical and Further Education Commission

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

3. Salaries

- 3.1 The salaries payable to employees covered by this award are as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.
- 3.2 The salaries set out in Schedule 1 - Salaries of the said Part B are in accordance with the Crown Employees (Public Sector - Salaries 2008) Award.

4. Definitions

"Archivist" means an employee appointed as such who possesses archivist qualifications acceptable for professional membership of the Australian Society of Archivists (ASA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the Public Service Commission to be equivalent, that meet the minimum standard of skill and knowledge inherent in the ASA standard.

"Employee" means a person employed (permanently or temporarily - including part time) under the Public Sector Employment and Management Act 2002, or the Technical and Further Education Commission Act 1990 No 118 (within the classifications).

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the Public Service Commission to be equivalent, that meet the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the Public Service Commission to be equivalent, that meet the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

"TAFE" means the New South Wales Technical and Further Education Commission.

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

5. Descriptors

Archivist Grade 1

A professional practitioner at this level:

- (a) Undertakes professional archives work of an operational nature. May manage discrete archival projects or archival operations and systems in a multi-disciplinary unit or team.
- (b) Requires sound knowledge of archival/record keeping concepts, principles and theory, and a sound understanding of archival/record keeping systems, practices and procedures. May also require an understanding of specific archival/record keeping systems, collections, services or functions.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards and priorities and deviate to a limited extent from precedent. With experience, may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.

- (e) The outcome of work is usually direct or short-term to intermediate, but may be long-term and may affect clients, collections, co-workers or other agencies. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Archivist Grade 2

An experienced professional practitioner or developing specialist at this level:

- (a) Undertakes professional archives work of an operational nature at a more complex/in depth or demanding level. May manage discrete archival projects, or archival operations and systems in a multi-disciplinary unit or team. May provide advice and assistance to Archivists Grade 1.
- (b) Requires a well-developed knowledge of archival/record keeping concepts, principles and theory, and well-developed skills in the application of archival/record keeping systems, practices and procedures, which may include specialised systems, collections, services or functions.
- (c) Exercises judgement and initiative in dealing with a range of complex tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually or cooperatively as a member of a non-hierarchical team or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work, including decisions, is direct but may be long-term in its effects on clients, collections, co-workers or other agencies. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Archivist Grade 3

A senior professional practitioner, manager, or specialist at this level:

- (a) Undertakes projects and other professional work of a policy or specialist nature, or manages a substantial service, project or team, or a range of smaller projects/ services/teams. May manage an archives/records unit in an agency and/or provide specialised advice to senior agency management or staff.
- (b) Requires substantial knowledge of archival/record keeping concepts, principles and theory. Has a high level of proficiency and expertise in specific system/s, collection/s, service/s, function/s or policy area/s. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation or the sector.
- (c) Exercises judgement and initiative in dealing with a range of complex and detailed operational, conceptual or policy-related problems and tasks that may extend beyond the immediate work area. May develop or introduce enhancements to practices, systems, procedures and services with limited reference to suitable precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior specialist or professional manager. Work may be reviewed periodically or at key stages for soundness of judgement and adherence to organisational or sector-wide objectives and policies.
- (e) The outcome of work, including decisions, is usually intermediate to long-term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections or co-workers, or on sector-wide policy or performance/compliance. Work may contribute to the body of professional, subject or policy area knowledge.

Archivist Grade 4

A professional manager or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole or external parties. May initiate and implement a major archives/records project or program, or oversee the operations and systems of a substantial archives/records program in an agency.
- (b) Requires significant knowledge of archival/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Also requires either significant management expertise or standing as a recognised internal or external authority on system/s, collection/s, service/s or policy area/s of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgement and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interpret information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of archives/record keeping that require new and unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed objectives.
- (e) The outcome of work, including decisions, has significant long-term effect, and usually contributes substantially to organisational performance and/or to the body of professional, subject or policy area knowledge. Work has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Archivist Grade 5

A senior professional manager or principal specialist at this level:

- (a) Leads and directs a branch or program of strategic significance to the organisation, and/or provides authoritative advice of the highest order on an area of specialist or policy expertise or significance to the organisation, industry, profession or sector.
- (b) Requires extensive knowledge of archives/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Requires extensive management expertise and detailed knowledge of policy and/or service delivery and development issues, and/or standing as a recognised authority of the highest level on system/s, collection/s, service/s or policy area/s, or an area of the discipline of significance to the organisation, industry, profession or sector.
- (c) Exercises critical or managerial judgement and initiative of the highest order to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of and implement program objectives and strategies, or new systems or approaches in the absence of precedent.
- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The impact of decisions and actions is strategic. Work contributes substantially to organisational performance and/or the body or professional, subject or policy area knowledge and has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.

- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician Grade 1

A paraprofessional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.
- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Library Technician Grade 2

An experienced paraprofessional practitioner or specialist at this level:

- (a) Performs and co-ordinates activities required for the operation and maintenance of information services and systems at a comprehensive level. May manage discrete library and information management projects or coordinate the operations and systems of a unit or team.
- (b) Requires substantial knowledge and skill, as well as a high level of proficiency and expertise in library and information principles and theory necessary to undertake a wide range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of complex or specialist tasks and problems, and in the application of principles and theory. Is able to adapt systems, standards or priorities, and deviate substantially from precedent.
- (d) Works under minimal direction of a senior professional or manager, and is reviewed occasionally or at key stages. Work may be undertaken individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team.
- (e) The outcome of work may have a long-term effect on clients, collections, co-workers or other agencies. Develops or applies work practices, procedures or policies in their area of responsibility. Work may contribute to the body of knowledge in library and information services, or area of specialisation.

Librarian Grade 1

A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Librarian Grade 2

An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Librarian Grade 3

A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject

knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Librarian Grade 4

A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

Librarian Grade 5

A principal professional manager and/or principal specialist at this level:

- (a) Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.
- (b) Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.

- (c) Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of, and implement program objectives and strategies, or new systems or approaches in the absence of precedent.
- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.

6. Commencing Rates of Pay

- 6.1 An employee appointed as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.2 An employee appointed as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.

7. Conditions of Employment

The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, the Crown Employees (Public Service Conditions of Employment) Award 2009 or the Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award, and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.

8. Anti-Discrimination

- 8.1 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.

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.

- 8.2 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.
- 8.3 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.

- 8.4 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."

9. Grievance and Dispute Resolution Procedures

- 9.1 All grievances and dispute resolution 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/institute, if required.
- 9.2 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.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act, 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 9.4 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.
- 9.5 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. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head/Managing Director.
- 9.6 The Department Head/Managing Director may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 9.7 If the matter remains unresolved, the Department Head/Managing Director 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 any action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by their union.
- 9.9 The employee or the union on their behalf, or the Department Head/Managing Director may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 9.10 The employee, union, Department, and the Director-General, Department of Premier and Cabinet and/or institute and TAFE shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.9 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. In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

10. Area, Incidence and Duration

This award applies to employees in the classifications of Librarian, Library Assistant, Library Technician or Archivist employed under the Public Sector Employment and Management Act 2002 or the Technical and Further Education Commission Act 1990.

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) take effect on and from 27 April 2012.

Changes made to this award subsequent to it first being published on 27 March 2009 (367 I.G. Pg 551) have been incorporated into this award as part of the review.

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

PART B

MONETARY RATES

Schedule 1 - Salaries

Classification and Grades	Common Salary Point	1.7.10 Per Annum +4% \$	1.7.11 Per Annum 2.5% \$
Librarians and Archivists			
Grade 1			
Year 1	46	52,104	53,407
Year 2	52	55,131	56,509
Year 3	58	58,249	59,705
Year 4	64	61,878	63,425
Year 5	69	64,985	66,610
Year 6	74	68,075	69,777
Grade 2			
Year 1	78	70,929	72,702
Year 2	82	73,709	75,552
Year 3	87	77,372	79,306
Year 4	91	80,479	82,491
Grade 3			
Year 1	96	84,711	86,829
Year 2	99	87,328	89,511
Year 3	103	90,757	93,026
Year 4	107	94,382	96,742
Grade 4			
Year 1	110	97,210	99,640
Year 2	113	100,070	102,572
Year 3	116	103,026	105,602
Year 4	119	106,236	108,892
Grade 5			
Year 1	122	109,234	111,965
Year 2	125	112,896	115,718
Year 3	128	116,526	119,439
Year 4	-	120,479	123,491
Library Assistant			
Year 1	20	40,752	41,771
Year 2	25	43,248	44,329

Year 3	32	45,959	47,108
Year 4	40	49,384	50,619
Year 5	44	51,209	52,489
Library Technician Grade 1			
Year 1	46	52,104	53,407
Year 2	52	55,131	56,509
Year 3	58	58,249	59,705
Year 4	64	61,878	63,425
Grade 2			
Year 1	75	68,761	70,480
Year 2	78	70,929	72,702
Year 3	82	73,709	75,552
Year 4	87	77,372	79,306

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (LORD HOWE ISLAND BOARD SALARIES AND CONDITIONS 2009) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 211 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

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3.	Salaries
4.	Appointment
5.	Salary Progression
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7.	Disability Allowance (Commonwealth District Allowance)
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PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

Table 2 - Allowances

PART A

1. Definitions

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

"Board" means the Lord Howe Island Board established under the Lord Howe Island Act 1953.

"Casual staff" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Chief Executive Officer" or CEO means the Chief Executive Officer of the Lord Howe Island Board.

"Credit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is more than contract hours.

"Debit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is less than contract hours.

"Department Head" for the purposes of this award is the Department Head of the Department of Premier and Cabinet (or any subsequent Department assuming employment functions for the Lord Howe Island Board) or any officer delegated by that Department Head to exercise the functions of Department Head.

"Director-General, Department of Premier and Cabinet" or DGDPC has the same meaning as in the Public Sector Employment and Management Act 2002.

"Staff" or "staff member" means and includes all persons employed from time to time under the Public Sector Employment and Management Act 2002.

2. Multi-Skilling and Staff Flexibility

- (i) Staff may be directed to perform any work in any area of the Board's operations which is within their competence and which is consistent with the duties described within a staff member's Position Description
- (ii) Staff training will be used to promote greater flexibility and multi-skilling.

3. Salaries

- (i) Staff will be appointed to one of the grades outlined in Table 1 of Part B Monetary Rates.
- (ii) The rates of pay set out in Table 1 include payment for annual leave loading and Island Disability allowance.

- (iii) The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

4. Appointment

- (i) Positions will be graded using an accredited job evaluation system.
- (ii) Except as provided in subclause (iii), staff will be appointed to the first salary point in the grade of the position to which they are appointed.
- (iii) The Department Head may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
 - (a) the person's skills, experience and qualifications;
 - (b) the rate required to attract the person; and
 - (c) the remuneration of existing staff performing similar work.

5. Salary Progression

- (i) Progression within each grade will be by annual increment, provided that the Chief Executive Officer is satisfied with the conduct and manner of performance of duties of the staff member concerned.
- (ii) Progression to another grade will be by competitive selection for an advertised vacancy.

6. Island Disability Allowance

- (i) All staff are entitled to payment of the Island Disability Allowance. The allowance is compensation for the high cost of living and isolation, and is in lieu of any other remote area allowance.
- (ii) The allowance is incorporated into all salary rates (see clause 3, Salaries of this Award).

7. Disability Allowance (Commonwealth District Allowance)

- (i) Except as provided for in this clause, no staff are entitled to payment of the Disability Allowance which is equivalent to the Commonwealth District Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving the Disability Allowance (or any residual amount of the Disability Allowance that has been previously discounted) will continue to receive it on a personal basis. However,
 - (a) The Disability Allowance will no longer be increased.
 - (b) Staff receiving this allowance (Senior Electrical Officer only) will have the current allowance discounted by the amount of any future salary increases from a base of \$1,897 as at 1 July 2006 (the Island Disability Allowance at that time) until such time as the base equals \$3,317 when the allowance under this clause will cease to be paid.

8. Call-Out Allowance

- (i) Except as provided by in this clause, no staff are entitled to payment of a Call-out Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving a Call-out Allowance will continue to receive such an allowance on a personal basis.
 - (a) The Senior Electrical Officer will continue to receive an allowance of \$1,800 p.a. At the conclusion of the current occupant's employment, the allowance will cease to apply.

- (b) The Call-out Allowance referred to in paragraph (a) of this subclause will not be adjusted.

9. Higher Duties Allowance

- (i) Staff who are directed to perform the duties of a higher position for five or more consecutive working days will be paid an allowance.
- (ii) The allowance will be agreed following discussion with the staff member and will be a proportion of the staff member's existing salary and the salary for the minimum rate for the higher position depending on the range of duties to be performed.

10. Boot Allowances

- (i) Staff who are regularly directed to work in the permanent park preserve will be entitled to a hiking boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates if not supplied with hiking boots as part of their uniform.
- (ii) Staff who are regularly directed to undertake tree climbing for the purposes of research will be entitled to a climbing boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates.
- (iii) The allowances will be payable on production of a receipt and on condemnation of the previous pair of boots.

11. Special Duties Allowance

- (i) A Special Duties Allowance will be paid to staff who perform duties which
- (a) require special training, such as abseiling, or tree climbing for the purpose of tree surgery or research; or
 - (b) involves the rescue of people from difficult locations involving specialised rescue equipment for which specific training is required, and/ or from locations that are more than 300 metres from established roads, tracks or routes; or from the sea; or
 - (c) involves performing operational duties in servicing rota loos and composting toilets, excluding normal day to day cleaning.
- (ii) The special duties allowance applicable is set out in Table 2 of Part B, Monetary Rates.
- (iii) The allowance will only be payable to staff who are directed to, and who actually perform the special duties.

12. Waste Services Allowance

- (i) Staff when required to handle putrescibles waste and sewerage at the Waste Management Facility, or similar duties at this or other work environments as determined by the Chief Executive Officer, shall receive the Waste Service Allowance for actual time worked.
- (ii) The Waste Service Allowance applicable is set out in Table 2 of Part B, Monetary Rates.

13. Travel Allowances

Travel allowances will be paid in accordance with the provisions for travelling compensation under the Crown Employees (Public Service Conditions of Employment) Award 2009.

14. Allowance for Surveying Duties

- (i) Subject to subclause (iii) of this clause, staff who perform surveying for cadastral or engineering purposes will be entitled to an allowance for surveying duties.

- (ii) The allowance will be paid for each hour or part thereof that surveying duties are performed and the amount of the allowance will be the difference between the current hourly salary rate of the person performing the surveying duties and the current hourly rate payable for a Lord Howe Island Officer Grade 5, Year 3.
- (iii) The allowance will only be payable to staff directed to, and who actually perform surveying duties and who are currently at Grade 5, Year 2 or lower and hold a Bachelor of Surveying Degree.

15. Adjustment of Allowances

The Boot Allowances, Special Duties Allowance and Waste Services Allowance may be adjusted from time to time, provided that the Department Head and the Association agree to such adjustments.

16. Hours

General:

- (i) The ordinary hours of work for all staff covered by this Award will be an average of 38 per week over a 4 week settlement period, Monday to Sunday inclusive.
- (ii) The ordinary hours of work will generally be worked Monday to Friday, however some staff may be required to perform some of their ordinary time on weekends and public holidays
- (iii) Ordinary hours will be worked between 6.30 am and 7.00 pm.
- (iv) Staff will be able to work either flexitime arrangements or set patterns of hours (where start and finish times are set) in consultation with their manager/supervisor. Such working hour arrangements will be determined in relation to the needs of the work and the work group.
- (v) The business hours of the Board are from 8.30 am to 4.30 pm Monday to Friday. The hours of work for administrative staff will be arranged to ensure that an adequate level of service is maintained during business hours.

Part A - Flexi time

- (i) Time will not be credited for work performed outside the bandwidth of 6.30 am and 7.00 pm.
- (ii) The usual start and finish times for staff working flexitime will be agreed to with the supervisor/manager to ensure that staff are working the hours necessary for their position and maintain the necessary level of service during business hours.
- (iii) Staff must take an unpaid lunch break of at least 30 minutes, however staff may take a break of up to 2 hours. A staff member may only take a lunch break of more than 1 hour with the prior approval of his/her supervisor.
- (iv) Generally an individual may select start and finishing times, however where it is necessary the supervisor may direct staff to work for 7.6 hours on a particular day and also direct staff to start and finish at particular times within the bandwidth on that day.
- (v) Staff may work for more than 7.6 hours per day, where work is available which can be performed at the convenience of the Board. Staff may also work for less than 7.6 hours on a particular day. The maximum number of hours staff may record as being worked in a day is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (vi) A staff member may be required to perform work beyond the hours determined under subclause (i) and in line with subclauses (iv) and (v) but only if it is reasonable for the staff member to be required to do so. 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's health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Board and the effect on client services;
 - (d) the notice (if any) given by the Board 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.
- (vii) A staff member may carry a maximum of 38 hours credit into the next settlement period. Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may accumulate enough hours to exceed this maximum carryover, then the supervisor and the staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (viii) At the end of the settlement period, debit hours accumulated in excess of 10 are debited against recreation leave or, if the staff member has no recreation leave, shall be taken as leave without pay.
- (ix) Generally a staff member may, with the approval of his/her supervisor, take 3 days (22.8 hours) of flexileave in a settlement period. Such flexileave may be taken as either whole and/or half days.
- (x) A half day may only be taken off either before 3 hours and 48 minutes are worked during the bandwidth or after 3 hours and 48 minutes are worked during the bandwidth.
- (xi) Flexileave may be taken before or after a period of recreation leave but may not be taken during a period of recreation leave.
- (xii) A staff member must have the approval of his/her supervisor prior to taking flexileave. The supervisor may refuse any request for flexileave provided there is good and sufficient reason.
- (xiii) The Chief Executive Officer may direct a staff member to work under a standard hours arrangement (7.6 hours per day with established commencing and finishing times) where it is evident that the staff member is not observing the hours arrangements established under this Award or any associated administrative instructions.
- (xiv) Where staff give notice of resignation or retirement they should take all reasonable steps to eliminate any accumulated credit or debit hours. No compensation will be paid for any accumulated credit hours on the last day of service. Where staff have accumulated debit hours at the completion of the last day of service any monies owing shall be debited accordingly.

Part B - Set Patterns of Hours

- (i) Staff working a set pattern of hours will usually work eight hours per day with 0.4 of one hour accruing toward one rostered day off in each four week period, however, such staff may be required to work other roster arrangements depending on the needs of the work.
- (ii) Hours will usually be worked from 7.00 am to 3.30 pm. By mutual agreement between the CEO and staff starting and ceasing times may be varied.
- (iii) Staff are entitled to an unpaid lunch break of 30 minutes.
- (iv) Staff may take a morning tea break (not exceeding 10 minutes) at the place where work is being conducted at the time of the break, provided that there is no disruption to the continuity of the work being performed.

- (v) The Board will provide appropriate utensils (such as eskies and thermoses), to enable staff to take their tea or lunch breaks at the work site.
- (vi) Days off for all staff shall be rostered over each 4 week period. In drawing up the roster, regard shall be had to the work programs being undertaken, the needs of the Board and the needs of the staff.
- (vii) By consultation with the supervisor, a staff member may alter his/her rostered day off. Rostered days off may only be altered if doing so involves no additional costs to the Board and causes no disruption to work programs.
- (viii) Staff may accumulate up to 5 rostered days off.

17. Overtime

- (i) The provisions contained in the Overtime-General, Overtime Worked By Day Workers, Recall to Duty, Overtime Meal Breaks and Overtime Meal Allowances clauses of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply to staff.
- (ii) Staff shall not be entitled to compensation for overtime if it is customary for staff to return to work to perform a specific job that is usually performed outside of ordinary working hours. Such time will contribute to the ordinary hours of work for the week (ie part of the 38 hours per week).
- (iii) The minimum payment rates for overtime worked on a Saturday, Sunday or public holiday (as set out in the Overtime-General clause of the Crown Employees (Public Service Conditions of Employment) Award 2009) do not apply in the following circumstances:
 - (a) staff required to carry out airport inspections on Saturdays, Sundays and Public Holidays will be paid at time and a half for actual time worked.
 - (b) Regular maintenance at the Powerhouse undertaken by the Senior Electrical Officer employed at the time of the making this Award on Saturdays, Sundays and Public Holidays will continue to receive the payments that applied before this Award was made. On the termination of employment of the current Senior Electrical Officer, this subclause will cease to apply and any new staff member responsible for the maintenance and operation of the Powerhouse will receive overtime provisions in accordance with subclause (i) of this clause.
- (iv) Casual staff are entitled to be paid overtime in accordance with the provisions of subclause (i) of this clause.

18. Time in Lieu

By agreement between the Chief Executive Officer and staff, directed overtime may be taken as time off in lieu. Time off in lieu will be allotted at overtime rates. Such time off is to be taken within a month of accrual at a time convenient to the Board, however with the approval of the supervisor time off may be taken at a later date.

19. Public Holidays

- (i) Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - (a) a public holiday throughout the State of NSW; or
 - (b) a local public holiday proclaimed for Lord Howe island; or
 - (c) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.

- (ii) A staff member who is required by the Chief Executive Officer to work on a local public holiday may be granted time off in lieu on an hour for hour basis for the time worked on the local public holiday.
- (iii) If a local public holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.
- (iv) Where a staff member is rostered to, and works, their ordinary hours on a public holiday, the staff member shall be paid at two and a half times the rate for time worked (time plus time and a half).
- (v) A staff member rostered off duty on a public holiday shall elect to be paid one day's pay for that public holiday, or to have one day added to their recreation leave for each such day. This clause does not apply to staff members who work their ordinary hours on a Monday to Friday basis.

20. Recreation Leave

- (i) Staff members are entitled to recreation leave of twenty working days per year in accordance with the provisions for recreation leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (ii) The Nursery Manager, Manager Technical Services, Senior Electrical Officer and Ranger are entitled to an additional 5 days of recreation leave per year as compensation for disruption and inconvenience associated with regular or frequent call-outs to perform work on weekends and otherwise outside of ordinary hours of employment.
- (iii) Additional recreation leave may be accrued for staff required to perform ordinary rostered work on weekends during a qualifying period of 12 months from 1 December one year to 30 November the next year. One additional day of leave will be credited for each period of 38 hours ordinary rostered work completed on weekends. For periods of less than 38 hours pro rata leave will be credited. This is in lieu of the payment of weekend penalty rates under the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (iv) Annual leave loading is not payable (see clause 3, Salaries of this Award).

21. Sick Leave

All staff shall be entitled to sick leave in accordance with the provisions for sick leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.

22. Family and Community Service Leave and Personal and Carers Leave

All staff shall be entitled to family and community service leave and personal and carers leave in accordance with the provisions for such leave under the Crown Employees (Public Service Conditions of Employment) Award 2012.

23. Special Leave

All staff shall be entitled to special leave in accordance with the provisions for special leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.

24. Leave Without Pay

All staff shall be entitled to leave without pay in accordance with the provisions for leave without pay under the Crown Employees (Public Service Conditions of Employment) Award 2009.

25. Extended Leave

Staff are entitled to accrue and be granted extended leave in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002*.

26. Parental Leave

All staff shall be entitled to parental leave in accordance with the provisions for parental leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.

27. Study Assistance

All staff shall be entitled to study assistance in accordance with the provisions for study assistance under the Crown Employees (Public Service Conditions of Employment) Award 2009.

28. Part-Time Employment

All staff engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the provisions for part-time employment under the Crown Employees (Public Service Conditions of Employment) Award 2009.

29. Semi-Official Telephone Subsidy

All staff shall be entitled to the semi-official telephone subsidy in accordance with the provisions under the Crown Employees (Public Service Conditions of Employment) Award 2009.

30. Relocated Staff

- (i) The Chief Executive Officer may approve assistance to staff who must relocate to the Island to take up an appointment. Assistance may also be provided for staff to return to the mainland at the conclusion of their employment, provided that such a move occurs within one (1) month of the cessation of employment. The assistance provided may be up to the maximum outlined in this clause however may be less depending on individual circumstances including the length of period of employment.
- (ii) If payment of relocation expenses to or from the Island has been approved by the Chief Executive Officer, the following costs associated with relocation will be reimbursed:
 - (a) Reasonable costs associated with the removal of personal or household effects (excluding motor vehicles, motor bikes, boats and trailers) to the Island and/or to a place of storage on the mainland.
 - (b) Reasonable storage costs for furniture or household effects for a period up to 10 years.
 - (c) Costs of insuring furniture, personal or household effects kept in storage paid by the Board on the mainland, up to a value as set out in Table 2. of Part B, Monetary Rates
- (iii) The Chief Executive Officer may approve payment for the cost of air travel to Sydney or Brisbane (or other approved destination) for a staff member and his/her dependents who have relocated (or are relocating) to the Island in the following circumstances:-
 - (a) Air travel to the Island when taking up an appointment.
 - (b) Air travel to the mainland after completing an appointment, provided that departure from the Island occurs within one (1) month of cessation of employment.
 - (c) After each year of service, for the first 5 years of employment, one return flight to the mainland (Sydney or Brisbane or other destination approved by the Chief Executive Officer) which must be taken within 12 months and subject to the approval being specifically identified in the staff member's letter of offer of employment and the staff member only being entitled while they continue in employment.
 - (d) To attend the funeral of a close relative (of either the staff member or a dependent), or where a close relative is critically ill.

- (iv) Staff employed prior to 13 November 2008 who are currently receiving annual airfare entitlements will continue to receive the air travel entitlement for a further three (3) years. The annual airfare entitlements for these staff will cease on 13 November 2011.
- (v) In this clause "dependent" is generally defined as a staff member's partner, or child under the age of 18 years living on, or attending school on the island. However, having regard to the particular circumstances that may arise, the Chief Executive Officer may recognise other "dependents".
- (vi) In this clause "close relative" means partner, spouse or de facto spouse or same sex partner, parent, child, brother or sister. However, having regard to the particular circumstances that may arise, the CEO may recognise other "close relatives".
- (vii) Where appropriate, the Chief Executive Officer may provide relocated staff with accommodation. The Chief Executive Officer will determine the weekly rent payable for accommodation. Rents may be adjusted by the Chief Executive Officer from time to time.
- (viii) The airfares provided for in this clause are not transferable to another person or persons.

31. Casual Employment

- (i) The hourly rate for casual staff will be the appointed salary rate for the position divided by 52.17857 divided by the number of ordinary full-time hours for the position. 4/48ths will be added to the hourly rate as pro-rata holiday pay.
- (ii) Casual staff who are engaged on weekends or public holidays shall be paid the hourly rate plus a loading of 20% plus 4/48ths as pro rata holiday pay.
- (iii) All other provisions are as per the Casual Employment clause of the Crown Employees (Public Service Conditions of Employment) Award 2009.

32. Termination of Employment

- (i) Two weeks notice or payment in lieu of notice applies to permanent and temporary staff.
- (ii) However, in cases of serious or wilful misconduct, the Chief Executive Officer may waive notice and no payment in lieu will be due to the staff member.
- (iii) Redundancy

Staff whose positions are made redundant and are also declared to be excess to the employment needs of the Board shall be managed in accordance with the Government's policy on Managing Excess Employees, as varied from time to time.

33. Deduction of Union Membership Fees

- (i) The Association shall provide the Board with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (ii) The Association shall advise the Board 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 Board at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, the Board shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the Association's rules, provided that the employee has authorised the Board to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.

- (v) Unless other arrangements are agreed to by the Board and the Association, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

34. Consultation

- (i) The Board and the Association agree to continued consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) The Award provisions will be monitored by the Association and management representatives. The Board and the Association will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Award and to discuss possible future improvements.

35. Grievance and Dispute Settling Procedures

- (i) 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.
- (ii) 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.
- (iii) 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 Department Head or delegate.
- (iv) 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.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the DGDPC for consideration.
- (vii) If the matter remains unresolved, the Department Head 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.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission in relation to the dispute.
- (x) The staff member, Association, Department and DGDPC shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

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

36. Uniforms and Laundry Allowance

- (i) All staff shall be entitled to uniforms and laundry allowance in accordance with the Uniforms, Protective Clothing and Laundry Allowance clause of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (ii) Staff issued with a uniform by the Board shall wear and maintain the uniform in accordance with the Board's policy.

37. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, 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.
 - (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".

38. Secure Employment

The provisions for secure employment clause of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply.

39. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the Public Sector Employment and Management Act 2002, the Public Sector Employment and Management (General) Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award, or any awards replacing these awards.

40. Area, Incidence and Duration

This Award applies to staff as defined in clause 1, Definitions, of Part A of this award and classified as Lord Howe Island Officers.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award published 31 July 2009 (368 IG 769) and all variations thereof.

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 IG 359) take effect on and from 4 April 2012.

Changes made to this award subsequent to it being published on 31 July 2009 (368 IG 769) have been incorporated into this award as part of the review.

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

PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

The salaries in the following table apply from the beginning of the first pay period to commence on or after the dates in the column headings:

Classification	Grade	Year	1/7/07 Per annum \$	1/7/08 Per annum +4% \$	13/11/08 Per annum + \$7 \$	1/7/09 Per annum +4% \$	1/7/10 Per annum +4% \$	1/7/11 Per annum +2.5% \$
LHI Officer	1	1	39,329	40,902	40,909	42,545	44,247	45,353
		2	41,083	42,726	42,733	44,442	46,220	47,376
		3	42,098	43,782	43,789	45,541	47,363	48,547
LHI Officer	2	1	43,220	44,949	44,956	46,754	48,624	49,840
		2	43,649	45,395	45,402	47,218	49,107	50,335
		3	45,538	47,360	47,367	49,262	51,232	52,513
LHI Officer	3	1	46,303	48,155	48,162	50,088	52,092	53,394
		2	47,606	49,510	49,517	51,498	53,558	54,897
		3	49,181	51,148	51,155	53,201	55,329	56,712
LHI Officer	4	1	50,611	52,635	52,642	54,748	56,938	58,361
		2	53,014	55,135	55,142	57,348	59,642	61,133
		3	55,043	57,245	57,252	59,542	61,924	63,472
LHI Officer	5	1	56,214	58,463	58,470	60,809	63,241	64,822
		2	57,820	60,133	60,140	62,546	65,048	66,674
		3	61,175	63,622	63,629	66,174	68,821	70,542
LHI Officer	5A	1	61,176	63,623	63,630	66,175	68,822	70,543
		2	62,970	65,489	65,496	68,116	70,841	72,612
		3	70,632	73,457	73,464	76,403	79,459	81,445

		4	73,488	76,428	76,435	79,492	82,672	84,739
		5	75,758	78,788	78,795	81,947	85,225	87,356
		6	78,272	81,403	81,410	84,666	88,053	90,254
LHI Officer	6	1	62,970	65,489	65,496	68,116	70,841	72,612
		2	70,632	73,457	73,464	76,403	79,459	81,445
		3	73,488	76,428	76,435	79,492	82,672	84,739
LHI Officer	7	1	75,758	78,788	78,795	81,947	85,225	87,356
		2	78,272	81,403	81,410	84,666	88,053	90,254
		3	83,275	86,606	86,613	90,078	93,681	96,023
LHI Officer	8	1	85,692	89,120	89,127	92,692	96,400	98,810
		2	89,837	93,430	93,437	97,175	101,062	103,589
		3	93,560	97,302	97,309	101,201	105,249	107,880
LHI Senior Officer	1	1	103,426	107,563	107,570	111,873	116,348	119,257
		2	107,897	112,213	112,220	116,709	121,377	124,411

Table 2 - Allowances

Clause No.	Brief Description	Amount
10 (i)	Boot Allowance (Hiking Boots)	\$130 upon condemnation of the previous pair of boots
10 (ii)	Boot Allowance (Tree Climbing Boots)	\$25 upon condemnation of the previous pair of boots
11 (i) (a) and (b)	Special Duties Allowance	\$25 per day
11 (i) (c)	Special Duties Allowance - servicing of rota-loos	\$25 per unit to a maximum of \$750 per annum
12	Waste Services Allowance	\$1.50 per hour
30	Relocated Staff	Up to \$100,000

AWARD HISTORY

The Lord Howe Island Act 1953 was made on 16 December 1953. The Act, at part 2, Division 1 - Constitution of the Board provided for the employment of staff subject to the provisions of the Public Service Act 1902.

On 24 April 1980, the Lord Howe Island Board Employees Agreement was made between the Board and the Amalgamated Metal Workers and Shipwrights Union and the Federated Engine Drivers and Fireman's Association.

On 16 July 1981, the Lord Howe Island Administrative Staff Agreement was made between the Board and the Public Service Association of NSW.

On 14 February 1990, the Senior Electrical Officer Agreement was made between the Lord Howe Island Board and the Senior Electrical Officers.

An agreement known as the Lord Howe Island Board Enterprise Agreement was made on 31 August 1994, covering all staff employed to work on Lord Howe Island. That agreement expired on 30 June 1996.

The Enterprise Agreement was replaced by the Crown Employees (Lord Howe Island Board Salaries 1997) Award on 10 September 1997.

The 1997 Award was replaced by the Crown Employees (Lord Howe Island Board Salaries and Conditions 1999) Award on 19 October 1999. This award was reviewed by the IRC on 29 May 2001 and published on 28 September 2001 (328 IG 72) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2001) Award. The award was reviewed by the IRC on 29 July 2004 and published on 25 February 2005 (348 IG 707) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award.

Schedule 1 Amendment of Lord Howe Island Act 1953 came into force in April 2004. Section 6 of the Schedule provided that the Board's staff are to be employed under the Public Sector Management Act 2002.

This Award review has provided the opportunity to update the 2004 Award and enabled the parties to ensure that the Award is relevant to the conditions of employment and monetary rates as they apply to the classifications in the Award.

The Island Disability Allowance was incorporated into salary in 2001 at \$1,500 per annum and has been subject to salary increases. In the 2009 award it was increased by a further \$7 to \$2,059 p.a. (equivalent to the then Remote Area Allowance Grade C rate as in Part B, Table 1 Allowances, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006) and will be subject to future salary increases.

This award was reviewed by the IRC, under section 19 of the Industrial Relations Act 1996, on 21 May 2009 and was published on 31 July 2009 (368 IG 769) as the Crown Employees (Lord Howe Island Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the Industrial Relations Act 1996, on 4 April 2012 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (MAJOR AND COMMUNITY EVENTS REASSIGNMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 72 of 2012)

Before The Honourable Mr Justice Staff

11 April 2012

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Acknowledgments by the Parties
6.	Consultation
7.	Coverage
8.	Nature of Reassignment
9.	Right of Return and Continuity of Employment
10.	Relationship to Relevant Awards
11.	Rates of Pay
12.	Suspension of Home Agency Flexitime and Other Similar Arrangements
13.	Working Hours
14.	Rest Breaks and Accrued Attendance Entitlements
15.	Time Off In Lieu (TOIL)
16.	Sick Leave, Family and Community Service Leave and Other Paid Leave
17.	Payroll Issues and Record of Attendance
18.	Transport, Travelling Time and Travelling Allowances
19.	Termination of Reassignment
20.	Grievance and Disciplinary Policy
21.	Occupational Health and Safety
22.	Anti-Discrimination
23.	Area, Incidence and Duration

Appendix A - List of Agencies

Appendix B - Grievance Procedure

Schedule 1 - Major and Community Events to which this award applies

2. Title

This Award will be known as the Crown Employees (Major and Community Events Reassignment) Award.

3. Parties

3.1 The Parties to the Award are:

- (i) Director-General, Department of Premier and Cabinet;
- (ii) All agencies referred to in Appendix A;
- (iii) Public Service Principal Departments listed in Schedule 1 to the Act;
- (iv) Declared Authorities listed in section 133 of the Act, except for the State Rail Authority of New South Wales and the State Transit Authority of New South Wales;
- (v) Unions NSW on behalf of affiliated unions;
- (vi) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (vii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; and
- (viii) The organiser of the Major and Community Events specified in Schedule 1 of this Award as varied from time to time.

4. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*, as amended.

"Agency" means those NSW Government organisations:

- (i) listed in Schedule 1 to the Act; or
- (ii) listed in section 133 of the Act except for the State Rail Authority of New South Wales and the State Transit Authority of New South Wales; or
- (ii) listed in Appendix A.

"Major and Community Event" means an event set out in Schedule 1 to this Award as varied from time to time.

"Organiser of the Major and Community Event" means the body organising the relevant Major and Community Events as set out in Schedule 1 to this Award as varied from time to time.

"Home agency" means the agency employing the staff member.

"Ordinary working hours" means the number of ordinary working hours set by the staff member's relevant Award.

"Reassignment period" means the period specified for the operation of a Major and Community Event as set out in Schedule 1 to this Award as varied from time to time, or some other time agreed on an individual basis, during which a staff member may be reassigned.

"Reassignment/reassigned" means where a staff member has volunteered to undertake duties for a Major and Community Event as directed by the organiser of the Major and Community Event.

"Relevant Award" means the Award or other industrial instruments applying to the staff member's contract of service or employment in their home agency.

"Staff member" means an employee of a home agency who has volunteered for reassignment to a Major and Community Event.

5. Acknowledgements By the Parties

- 5.1 The parties agree that reassignment is voluntary and is subject to an expression of interest by the staff member and the approval by the home agency, which is to be based on the home agency's operational and service requirements and efficient use of resources. Staff members shall not be forced to undertake reassignment.
- 5.2 The parties acknowledge that the arrangements contained in this Award may vary the normal working arrangements and conditions which may otherwise have applied to staff members had they not been reassigned.
- 5.3 The parties acknowledge that future Major and Community Events will arise and appropriate variations will be made to Schedule 1 of this Award to facilitate reassignment of staff to those events.
- 5.4 The parties agree that the arrangements contained in this Award recognise the need for equity, fairness, flexibility and transparency in dealing with staff considerations.

6. Consultation

- 6.1 The organiser of the Major and Community Event will consult with the parties to this Award, (in relation to Union parties either directly or through Unions NSW) in relation to requirements for staff and how staff will be managed, including hours of work, duties and remuneration.

7. Coverage

- 7.1 This Award applies to a staff member employed by or in an agency who is reassigned to a Major and Community Event in accordance with this Award but does not include a staff member employed under the *Education (School Administrative and Support Staff) Act 1987* or those staff covered under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009; and the Crown Employees (Teachers in TAFE and Related Employees, Bradfield College and Teachers in TAFE Children's Centres) Salaries and Conditions Award 2009 other than non school based teaching service staff and those TAFE Related Employees not entitled to agreed weeks of paid non attendance.
- 7.2 Employment arrangements to which this Award applies are:
 - (i) full-time;
 - (ii) permanent part-time;
 - (iii) long term temporary staff employed under section 27 of the Act, where there is a continuing relationship that amounts to an ongoing or continuing contract of employment for a period beyond the expiry of the relevant Major and Community Event.

8. Nature of Reassignment

- 8.1 At all times during a period of reassignment the staff member will remain the employee of the home agency but will be subject to the control and direction of the organiser of the Major and Community Event while on reassignment.
- 8.2 To volunteer for reassignment, a staff member is to express an interest in reassignment in accordance with procedures established by the Department of Premier and Cabinet.
- 8.3 The approval of the home agency to a staff member being reassigned is subject to the service delivery needs of the home agency at the time of reassignment.

- 8.4 Reassignment will be for a specified term. The minimum duration will be ten working days or as otherwise agreed between the staff member, the organiser of the Major and Community Event and the home agency.
- 8.5 A staff member may be reassigned during the reassignment period at any time and on any number of occasions, which may vary in duration.
- 8.6 Reassignment may extend to times outside the reassignment period, as agreed between the staff member, the home agency and the organiser of the Major and Community Event on a case by case basis.
- 8.7 While it is expected that the staff member, having volunteered for reassignment, will remain with the Major and Community Event for the agreed time, it is recognised that the staff member may terminate the reassignment and return to their home agency, but will do so in accordance with clause 19 of this Award.

9. Right of Return and Continuity of Employment

- 9.1 A staff member who has been reassigned is entitled at the end of the reassignment to return to the position and salary level in the home agency occupied substantively by the staff member immediately before the reassignment. Thereafter the usual staff establishment management arrangements of the home agency apply to the staff member.
- 9.2 Nothing in relation to reassignment will affect the staff member's continuity of service, process for termination of service, or other employment rights with the home agency.

10. Relationship to Relevant Awards

- 10.1 It is the intention of the parties that the staff member's relevant Award will continue to apply while the staff member is on reassignment. However, where this Award varies or replaces arrangements in the staff member's relevant Award, the provisions in this Award are to apply.

11. Rates of Pay

- 11.1 The Staff Member's Rate of Pay While the Staff Member is on Reassignment Will be the Rate of Pay They Would Have Received in Their Home Agency Had They Not Been Reassigned.
- 11.2 The nominal grading given to a position by the organiser of the Major and Community Event is indicative of the level from which staff seeking reassignment might be drawn. It will not entitle a staff member to higher pay nor operate to reduce a staff member's normal rate of pay.
- 11.3 The rate of pay is to include any shift penalties and other allowances in the nature of salary which the staff member would have been entitled to receive had the staff member not been reassigned.
- 11.4 Where there is any doubt as to the shift penalties that the staff member would have been entitled to receive, the average of the last 4 week rostered period, not including any period of annual or other leave, will be used.
- 11.5 The staff member's rate of pay will apply to all reassignment work, irrespective of the duration, the time of day or day of the week worked.
- 11.6 A staff member who is a shift worker will not be paid shift penalty rates based on any shift rosters applying to the reassigned work.
- 11.7 A staff member who is not a shift worker will not receive payment of shift penalty rates for any shift rosters applying to the reassigned work.

12. Suspension of Home Agency Flexitime and Other Similar Arrangements

- 12.1 A staff member's entitlements under flexible working hours (flexitime), fortnightly or monthly rostered days off or any other work attendance arrangement operating in the staff member's home agency will be suspended for the duration of the staff member's reassignment. All entitlements and associated balances will be preserved until the staff member returns from reassignment. The home agency is to implement an appropriate extension of time for the staff member to access entitlements and clear associated balances after reassignment.
- 12.2 Accrued flex leave, banked time, accrued days off or rostered days off entitlements, which may have accrued to the staff member under a work attendance arrangement, will not be available during reassignment unless there is prior agreement between the staff member, the home agency and the organiser of the Major and Community Event. Otherwise, the entitlement to access these accruals will be preserved until the staff member returns from reassignment.

NOTE: Working hours arrangements during reassignment may allow staff to use hours worked in excess of the staff member's ordinary working hours towards additional days off duty, as provided in subclauses 14.4 and 14.5 of this Award.

13. Working Hours

- 13.1 For the purpose of this Award, the ordinary working hours of a staff member while on reassignment will be the weekly equivalent of the ordinary working hours set by the staff member's relevant Award.
- 13.2 Fixed starting and finishing times or other standard hours arrangements are not provided by this Award.
- 13.3 The number of hours worked by a staff member on reassignment may vary from the staff member's ordinary working hours. Additional hours worked outside the staff member's ordinary hours of work and on weekends may be anticipated.
- 13.4 Daily hours will be agreed between the organiser of the Major and Community Event and the staff member having regard to the Major and Community Event's needs. A staff member will not be required to work daily hours of more than 12 hours inclusive of all meal breaks, or no less than four hours duration unless agreed by the staff member.
- 13.5 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:
- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (2) any risk to staff member health and safety;
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
 - (4) the notice (if any) given by the organiser of the Major and Community Event regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or
 - (5) any other relevant matter.
- 13.6 Where practicable, daily hours shall be in accordance with the staff member's letter of appointment. Where daily hours or the days on which work is to be performed are modified, the organisers of the Major and Community Event will, where practicable, give seven days notice of the change.
- 13.7 A staff member who is reassigned will record the working hours they are directed to work in a record of attendance. The accurate completion of the record of attendance is the joint responsibility of the

organiser of the Major and Community Event and the staff member. The organiser of the Major and Community Event will forward the record of attendance to the home agency on a monthly basis.

- 13.8 Ordinary hours of work and hours worked in excess of ordinary hours recorded in the record of attendance will be monitored by the home agency. Staff members and the organiser of the Major and Community Event will encourage the use of additional hours worked in accordance with subclauses 14.4 and 14.5 (i.e. additional days off duty) of this Award.

14. Rest Breaks and Accrued Attendance Entitlements

- 14.1 A staff member will not be required to work more than five hours without the provision of a 30 minute unpaid meal break. A staff member will not be required to work more than nine hours without the provision of a 30-minute paid crib break.
- 14.2 A staff member must have a break of at least eight hours between the completion of one shift and the commencement of the next, and at least ten hours where the staff member is required to work a shift of ten hours or more.
- 14.3 A staff member will be rostered off for a minimum of eight days per 28 day period and as far as is practicable, rostered days off should be taken in lots of 2 consecutive days.
- 14.4 Subject to the operational needs of the organiser of the Major and Community Event, a staff member may take one additional rostered day off per 28 days utilising hours worked in excess of the staff member's ordinary working hours. Hours used to take an additional rostered day off shall be deducted from the time accrued towards time off in lieu as specified in this Award.
- 14.5 Every effort will be made by the parties to utilise hours worked in excess of a staff member's ordinary working hours during the period of reassignment, so as to limit the accrual of time off in lieu.

15. Time Off in Lieu (Toil)

- 15.1 Staff members eligible for paid overtime in accordance with their home agency Award may access TOIL as set out in this Award.
- 15.2 TOIL shall be granted for hours that a staff member is directed to work in excess of the staff member's ordinary working hours. Overtime will not be paid in respect of any hours worked.
- 15.3 TOIL shall be calculated on the total hours actually worked over the whole period or periods of reassignment.
- 15.4 If a staff member works hours in excess of their total ordinary working hours across the period or periods of reassignment, TOIL will accrue on an hour for hour basis up to the equivalent of 5 hours per week over the period of the reassignment, i.e., a total period of reassignment of 20 weeks allows for a maximum of 100 hours at time for time. TOIL will accrue at the rate of time and one half for all additional hours thereafter.
- 15.5 The number of hours accruing towards TOIL on an hour for hour basis will be reviewed prior to any variation to Schedule 1 of this Award to add further Major and Community Events.
- 15.6 TOIL accrued during reassignment will be calculated by the staff member's home agency at the end of the reassignment or at the end of the reassignment period based on attendance records.
- 15.7 The giving and taking of TOIL is a mutual responsibility and cannot be unreasonably refused to be given by the home agency or refused to be taken by the staff member.
- 15.8 TOIL will be available to the staff member upon return to their home agency for a period of 12 months. Home agencies will put in place arrangements to allow staff to exhaust TOIL within this period.

- 15.9 An extension of up to 6 months may be negotiated between a staff member and the home agency to clear a time in lieu balance.
- 15.10 A staff member may be directed to take TOIL to exhaust the entitlement within the timeframes specified in the Award. A staff member refusing to take TOIL as directed will not be entitled to claim hours worked.
- 15.11 If TOIL accruals are unable to be cleared within the times specified in this Award even though all reasonable efforts have been made by the home agency and the staff member to do so, the remaining accrued hours will be paid out by the home agency at overtime rates.
- 15.12 A staff member will retain their entitlement to TOIL under this Award in the same manner as is provided for cross-public sector leave arrangements in Division 2 of Part 3.2 of the Act.

16. Sick Leave, Family and Community Service Leave and Other Paid Leave

- 16.1 Sick Leave, Family and Community Service Leave or other emergency leave, and other paid leave to which the staff member is entitled pursuant to their Award or public sector policy arrangement, will continue to be available during reassignment. The requirements of the relevant Award for the taking of such leave, such as the production of a medical certificate, will apply.
- 16.2 Planned leave approved by the home agency may intervene during a staff member's reassignment, but would be subject to the organiser of the Major and Community Event agreeing to the leave prior to reassignment.
- 16.3 Unplanned leave taken during reassignment, such as sick leave, will require the staff member to notify the organiser of the Major and Community Event as soon as possible of their inability to attend work and the duration that they are likely to be absent.
- 16.4 A staff member will submit a leave form to the organiser of the Major and Community Event for all leave taken. Forms will be forwarded to the home agencies as soon as practicable. The duration of any unplanned leave will be recorded in the staff member's record of attendance and forwarded to the home agency on a monthly basis.
- 16.5 If the staff member indicates to the organiser of the Major and Community Event that the unplanned leave will be for a period of 10 days or more, the organiser of the Major and Community Event may terminate the reassignment and notify the staff member. The Major and Community Event is to notify the home agency immediately and the staff member is to resume work with the home agency.
- 16.6 A staff member whose reassignment has been terminated under these circumstances will be entitled to seek further reassignment upon their return to their home agency.

17. Payroll Issues and Record of Attendance

- 17.1 All payroll issues will remain the responsibility of the home agency for the duration of the reassignment.
- 17.2 The staff member will continue to receive their pay, as provided in clause 11 of this Award, during the reassignment period from the home agency.
- 17.3 The organiser of the Major and Community Event and the staff member are responsible for maintaining a record of attendance, including the days and hours of work and leave of absence for any reason. The organiser of the Major and Community Event will provide the record of attendance to the home agency on a monthly basis.

18. Transport, Travelling Time and Travelling Allowances

- 18.1 If a staff member ceases or commences a shift after 8.00 pm and public transport or any other normal means of transport is not reasonably available, then in consideration of the staff member's safety, the organiser of the Major and Community Event may provide transport or make other transport

arrangements to or from home, which may include the use of a taxi for that part of the journey for which public transport is not available.

- 18.2 In recognition of the voluntary nature of reassignment, no additional compensation will be provided for additional travel between a staff member's home and place of work with the Major and Community Event, compared with a staff member's home and their home agency.
- 18.3 Travelling allowances and compensation will not be paid where reassigned staff perform duties at a temporary work location. The organisers of the Major and Community Event will meet all reasonable costs associated with travel, overnight accommodation and meals.
- 18.4 For the purpose of subclause 18.3 a temporary work location is any work location apart from that initially nominated by the organiser of the Major and Community Event as the normal work location.

19. Termination of Reassignment

- 19.1 The reassignment may be terminated by:
- (i) mutual agreement;
 - (ii) the staff member;
 - (iii) the organiser of the Major and Community Event; or
 - (iv) the operation of clause 16, Sick Leave, Family and Community Service Leave and Other Paid Leave.
- 19.2 Fourteen days notice is required unless some other time is agreed.
- 19.3 The organiser of the Major and Community Event is required to notify the home agency of the termination of the reassignment and the date on which the staff member will return.
- 19.4 A staff member will return to their home agency upon the termination of the reassignment.

20. Grievance and Disciplinary Policy

- 20.1 All grievances and disputes relating to the provisions of this award during the period of reassignment shall be initially dealt with as close to the sources as possible, with graduated steps for further attempts at resolution at higher levels of authority within the organiser of the Major and Community Event, if required.
- 20.2 Steps taken shall be in accordance with the procedure detailed in Appendix B.
- 20.3 Where the grievance concerns occupational health and safety or discrimination and harassment, the staff member will advise the home agency and the matter will be dealt with in accordance with the procedure in Appendix B or the policy and procedures that apply in the home agency. Where such a grievance or dispute arises, home agencies shall take all reasonable steps to resolve the grievance in consultation with the organiser of the Major and Community Event.
- 20.4 The organiser of the Major and Community Event will notify the home agency in the case of any disciplinary matter and it shall be dealt with in accordance with the policy and procedures that apply in the home agency.

21. Work Health and Safety

- 21.1 Staff reassigned to a Major and Community Event are required to comply with any risk assessment and management plan implemented by the organiser of the Major and Community Event in accordance with Work Health and Safety requirements.

- 21.2 The organiser of the Major and Community Event will comply with all Work Health and Safety requirements.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in 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 of operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to effect:
- (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.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and staff members 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."

23. Area, Incidence and Duration

- 24.1 This Award shall apply to staff members employed in Agencies who are reassigned to Major and Community Events in accordance with this Award.
- 24.2 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) take effect on and from 11 April 2012.
- 24.3 Changes made to this award subsequent to it first being published on 15 May 2009 (367 I.G. 1566) have been incorporated into this award as part of the review.

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

APPENDIX A

List of Agencies

Health Professionals Registration Boards

Parliament of New South Wales

NSW Police Force

State Water Corporation

APPENDIX B

GRIEVANCE PROCEDURE

- (i) All grievances and disputes relating to the provisions of this Award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within organiser of the appropriate Major and Community Event, if required.
- (ii) 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.
- (iii) 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 Head of the organiser of the Major and Community Event.
- (iv) The immediate manager, or other appropriate officer, will 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.
- (v) 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 will 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 Head of the Major and Community Event.
- (vi) The Head of the organiser of the Major and Community Event may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (vii) If the matter remains unresolved, the Head of the organiser of the Major and Community Event will provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Head of the organiser of the Major and Community Event may refer the matter to the NSW Industrial Relations Commission (the Commission) if the matter is unresolved following the use of these procedures.
- (x) The staff member, union, Head of the organiser of the Major and Community Event and the Director-General, Department of Premier and Cabinet will agree to be bound by any order or determination by the Commission in relation to the dispute.

- (xi) While the procedures outlined in (i) to (x) above are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

SCHEDULE 1

Major and Community Events to which this Award applies

Major and Community Event	Organiser of the Major and Community Event	Reassignment Period
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C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NEW SOUTH WALES DEPARTMENT OF
AGEING, DISABILITY AND HOME CARE) RESIDENTIAL CENTRE
SUPPORT SERVICES STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 149 of 2012)

Before The Honourable Mr Justice Staff

4 May 2012

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	School Based Apprentices
4.	Higher Duties Allowance
5.	Hours
6.	Roster of Hours
7.	Part-time Staff Member
8.	Conditions Relating to Payment of Allowances for Work Performed at Weekends
9.	Overtime
10.	Uniforms
11.	Notice Board
12.	Recreation Leave
13.	Public Holidays
14.	Meals
15.	Association Representative
16.	Settlement of Disputes
17.	Anti-Discrimination
18.	Overtime, Penalty Rates and Part-time Rates
19.	General Conditions of Employment
20.	No Extra Claims
21.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule A - Rates of Pay
Schedule B - Special Allowances
Schedule C - Allowances
Schedule D - Salary Arrangements of Existing Staff
Members, Services Support Officer

1. Definitions

"Act" means the *Public Sector Employment and Management Act 2002* and its Regulations.

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

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines thereof or as amended from time to time.

"Chef"

Hunter Residences:

'Head Chef' means a food production manager who has overall responsibility for food preparation and the supervision of other staff involved in food preparation, timetabling for blast chilling, food banking, despatch and quality assurance in a cook/chill operation.

'Chef' means a person responsible for all facets of food preparation and compliance with quality assurance requirements in a cook/chill operation.

Metro Residences:

'Head Chef' means a person responsible for the overall food preparation and the supervision of staff involved in food preparation, requisitioning and storage of stores requires for the food preparation and serving of meals and quality assurance in a large cook fresh kitchen.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation and in the day to day supervision of staff involved in all aspects of food preparation including cleaning and food dispatch.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation in a large cook fresh kitchen.

Other Residences:

'Head Chef' means a person who is responsible for the overall operations of a kitchen including cooking, cleaning, ordering of stores, storage of food supplies and supervision of other staff.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation on a day to day basis.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation.

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

"Department" means the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Large Residential Centre" or "LRC" means a Centre operated by the Department where direct care services are provided to developmental disability clients in other than a Community Residential Centre.

"Service" means continuous years of service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Shift Worker" means a worker who is not a day worker as defined.

"Services Support Officer" -

"Services Support Officer, Grade 1" means a staff member appointed as such who is required to perform any or all of the following duties: general cleaning duties and other duties of a household-chore type, laundry duties using domestic machinery, and seamstress duties.

"Services Support Officer, Grade 2" means a staff member appointed as such who is required to perform, in addition to the duties appropriate to a Services Support Officer Grade 1, any or all of the following duties: high cleaning, outside cleaning, stripping and/or sealing of floors, operation of industrial/commercial type washing machines, sanitising of equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds.

"Services Support Officer, Grade 3" means a staff member appointed as such who is required to perform duties associated with maintaining a stores or supplies area, or undertake handyman type duties or regularly assisting trades staff.

"Staff member" means a staff member or temporary employee as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time staff.

2. Salaries

Rates of pay and allowances payable to staff members employed under this award shall be those as set out in Part B, Monetary Rates.

The salary rates in Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award

Staff members employed in a position covered by the classification of Services Support Officer and who were in receipt of salaries other than those prescribed in Part B, Monetary Rates, for that classification as at 19 April 1999 shall continue to receive the salaries specified in Schedule D - Salary Arrangements of Existing Staff Members, Services Support Officer, of the said Part B.

No future appointments are to be made to the classifications in Schedule D.

3. School Based Apprentices

(i) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(ii) Wages

(a) The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(b) For the purposes of paragraph (ii)(a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.

(c) The wages paid for training time may be averaged over the school term or year.

(d) Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(iii) Progression through the Wage Structure

(a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (iv) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.

- (v) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

4. Higher Duties Allowance

- (i) The provisions relating to Higher Duties Allowance from the Public Sector Employment and Management Regulation 2009 will apply.
- (ii) In instances where staff members are required to perform the duties of a higher classification for less than 5 consecutive days:

- (a) For a minimum of a full shift.
- (b) In a position which management assess as essential for the operation of the facility and maintenance of direct client services. Such assessment is to be made on an incident basis.

The staff member shall be paid an allowance at the rate equivalent to the difference between the staff member's salary and the minimum rate applicable to the higher classification for such time so spent on a daily, or full shift basis.

- (iii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of his/her allocated day off duty as a consequence of working a 38 hour week.
- (iv) A Services Support Officer, Grade 1 or Grade 2, called upon to work as a Chef shall:
 - (a) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the whole day where the period of relief is for four hours or more;
 - (b) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the actual period of relief where such period exceeds one hour but is less than four hours;
 - (c) not be paid any allowance where the period of relief is for one hour or less.

5. Hours

- (i) 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 to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Any positions that operate under a 35-hour week prior to the making of this award will remain as such under this award.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.
- (iii) 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 rostered days off duty shall be consecutive.

- (iv) The hours of work prescribed in subclauses (i), (ii) and (iii) of this clause shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his or her ordinary hours of work on not more than 19 days in the cycle.

The hours worked on each of those days shall be arranged to include a proportion of one hour (such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked, and 0.5 of one hour for each ten-hour shift worked), which shall accumulate towards the staff member's allocated day off duty on pay.

- (v) Each staff member shall be entitled to 12 allocated days off per annum.
- (vi) The staff member's allocated day off duty, prescribed in subclause (iv) of this clause, shall be determined having regard to the needs of the LRC thereof. Where practicable, such allocated day off duty shall be consecutive with the rostered days off duty prescribed by subclause (iii) of this clause.
- (vii) Once set, the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (viii) There shall be no accrual of credit towards an allocated day off duty for ordinary recreation leave taken in accordance with clause 12, Recreation Leave. However, where a staff member has accumulated sufficient time to take his/her allocated day off duty prior to entering on recreation leave, and that day would have been taken if the staff member had not gone on recreation leave, it shall be allowed to the staff member on the first working day immediately following the period of leave.

Where a staff member has not accumulated sufficient time for an allocated day off duty prior to entering on recreation leave, time in credit shall count towards taking the next allocated day off duty falling in sequence, after the staff member has returned to duty.

- (ix) A staff member entitled to allocated days off duty, in accordance with subclause (iv) of this clause, shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where a staff member's allocated day off duty falls during a period of sick leave, the staff member's available sick leave shall not be debited for that day.
- (x) Where a staff member's allocated day off duty falls due during a period of workers' compensation, the staff member on returning to duty, shall be given the next allocated day off in sequence.
- (xi) Where a staff members allocated day off duty falls on a public holiday as prescribed by clause 13, Public Holidays, the next working day shall be taken in lieu thereof.
- (xii) All time between the rostered starting and ceasing times each day shall be paid for as working time, other than for one rostered meal break of no less than 30 minutes and no more than one hour. Provided that in any cases where the employer determines that the needs of the residents are such that staff members cannot be permitted to leave the employer's premises during any meal break, any time allowed for the partaking of a meal on the employer's premises shall be regarded as working time.
- (xiii) A period of 20 minutes shall be allowed to staff members for a morning or afternoon tea break and such period shall be included in the ordinary hours of work. Time taken for such breaks shall be without interruption to service.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts or a break equal in length to the shift previously worked, whichever is greater.
- (xv) The ordinary hours of work for a part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclauses (ii) and (iv) of this clause, with a minimum of three consecutive hours. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be

no interruption to the continuity of employment merely by reason of a staff member working on a "week-on, week-off" basis in accordance with this subclause.

6. Roster of Hours

- (i) The ordinary hours of work for each staff member shall be displayed on a roster in a place conveniently accessible to staff members. Where reasonably practicable, such roster shall be displayed two weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided, that this provision shall not make it obligatory for the Department to display any roster of ordinary hours of work of members of the relieving staff.

Provided further, that a roster may be altered at any time to enable the operation of the LRC to be carried on where another staff member is absent from duty on account of illness or in an emergency, but where any such alteration involves a staff member working on a day which would have been their rostered day off, such time worked shall be paid for at overtime rates.

Furthermore, where a change in roster occurs with less than 24 hours notice to the staff member affected, all time worked outside that shown on the staff member's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Rosters providing for shift work at a location that is normally a day-work operation shall not be introduced until such time as the proposals relating thereto are conveyed to the Department for its approval and the opportunity has been given to the Association to discuss the matter with the Department and the LRC concerned.
- (iii) The additional allocated days off duty in accordance with clause 5, Hours, are to be shown on the roster of hours for each staff member .
- (iv) Any change in the displayed roster must be notified verbally or in writing to the staff member concerned.
- (v) The working of more than seven consecutive shifts by staff members is prohibited except where a staff member makes a special request which is agreed to by the Department.

7. Part-Time Staff Members

- (i) A part-time staff member is one who is permanently appointed to work a specified number of hours, which are less than the full-time hours, per week.
- (ii) Staff members engaged pursuant to subclause (i) of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in this award, with a minimum of three hours for each start.

In an emergency a part-time staff member may be allowed to work more than their specified number of hours and up to the specified full-time hours for the position and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (ii) of this clause, plus 4/48ths in lieu of recreation leave for each additional hour worked.

Part-time staff members are entitled to payment of overtime in accordance with the provisions of clause 9, Overtime.

- (iii) Part-time staff members shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

8. Conditions Relating to Payment of Allowances for Work Performed at Weekends

- (i) In addition to the rates prescribed by Part B, Monetary Rates, staff members included in Schedule A - Rates of Pay, shall be paid for all time other than overtime worked:

(a)

- (1) on afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m., at the rate of ten per cent extra;
- (2) on afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m., at the rate of 12.5 per cent extra;
- (3) on night shift commencing at or after 4.00 p.m. and before 4.00 a.m., at the rate of 15 per cent extra;
- (4) on night shift commencing at or after 4.00 a.m. and before 6.00 a.m., at the rate of ten per cent extra;

(b)

- (1) between midnight Friday and midnight Saturday, at the rate of half time extra;
- (2) between midnight Saturday and midnight Sunday, at the rate of three quarter time extra;

provided that these weekend rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraph (a) of this subclause.

- (ii) In calculating overtime rates, the allowances referred to in subclause (i) of this clause shall be disregarded.

9. Overtime

- (i) Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that all overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (ii) A staff member recalled to work overtime after leaving the employer's premises (where notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, staff members shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for a staff member to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (iii) When overtime work is necessary it shall be so arranged that staff members have at least eight consecutive hours off duty between the work on successive days or shifts.
- (iv) When a staff member works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the LRC to the staff member's home, with a maximum payment of one hour.

This subclause shall not apply in the case of a call back nor where the staff member has his/her own vehicle available for conveyance home.

(v)

- (a) All time worked by part-time staff members in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time staff members employed on that shift in the unit concerned, or, where there is no such majority of full-time staff members employed on that shift

- in the LRC concerned, all time in excess of eight hours per day, shall be paid for at the applicable overtime rates.
- (b) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time staff members employed on that shift in the unit 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.
 - (c) All time worked by part-time staff members in excess of the hours prescribed for a full-time staff member in clause 5, Hours, shall be paid for at overtime rates.
- (vi) Subject to subclause (vii) of this clause a staff member may be directed by the Department Head to work overtime.
 - (vii) A staff member may refuse to work overtime where the working of such overtime would result in the staff member working hours which are unreasonable.
 - (viii) For the purpose of subclause (vii) of this clause, what is unreasonable or otherwise will be determined having regard to;
 - (a) any risk to staff member's health and safety;
 - (b) the staff member's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
 - (d) the notice (if any) given by the employer of the overtime and by the staff member of his or her intention to refuse it; and
 - (e) any other relevant matter.

10. Uniforms

- (i) Sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each staff member required to wear them; provided that any staff member to whom a new uniform or part thereof has been supplied by the Department 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.
- (ii) A staff member on leaving the Department shall return any uniform or part thereof supplied by the Department which is still in use by that staff member immediately prior to leaving.
- (iii) If the uniform of a staff member is not laundered at the expense of the Department, an allowance, as prescribed in Schedule B - Special Allowances, of Part B, Monetary Rates, shall be paid to such staff member .
- (iv) The allowance referred to in subclause (iii) of this clause is payable to full-time and part-time staff members but shall not be payable to casual employees.
- (v) Each staff member whose duties require them to work in rain shall be supplied with suitable protective clothing, where necessary.
- (vi) Each staff member whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

11. Notice Board

The LRC shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Association representatives shall be permitted to post Association notices.

12. Recreation Leave

- (i) All staff members are entitled to four weeks leave per annum.
- (ii)
- (a) Full-time and part-time staff members who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for recreation leave purposes shall be entitled to receive additional recreation leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during qualifying period of employment for Recreation Leave purposes	Additional Recreation Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

For part-time staff members, the "days" referred to in the above table will be equivalent to their pro rata contracted hours.

Provided that a staff member entitled to additional recreation leave by virtue of this subclause, 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 staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Provided further that on termination of employment staff members shall be entitled to payment for any untaken recreation leave due under this subclause, together with payment for any untaken leave in respect of an incomplete year of employment, calculated in accordance with this subclause.
- (iii) A shift worker, as defined in clause 1, Definitions, shall be paid whilst on recreation leave their ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shiftworker would have worked if they had not been on recreation leave.

Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of recreation leave or for days which have been added to recreation leave in accordance with the provisions of clause 13, Public Holidays.

- (iv) Staff members shall be entitled to an annual leave loading of 17.5 per cent or shift penalties as set out in subclause (iv) of this clause, whichever is the greater, on up to four weeks recreation leave for non-shift workers and up to five weeks recreation leave for shift workers.

Payment of the annual leave loading will be on the first occasion a staff member takes two consecutive weeks leave for recreation purposes.

Such leave may be a combination of recreation leave, public holidays, extended leave (long service leave), leave without pay and rostered days off.

13. Public Holidays

- (i)
- (a) Public holidays shall be allowed to staff members on full pay. Except as otherwise provided in this subclause, where a staff member is required to and does work on any of the holidays as set out in this subclause, whether for a full shift or not, the staff member shall be paid at time and a half extra for the ordinary rostered hours of duty on that day. Such payment is 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 staff member so elects, he/she may be paid at half time extra for the ordinary rostered hours and have one day added to his/her period of recreation leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where a staff member is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of a full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (b) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday as gazetted in the State of New South Wales.
 - (c) Shift workers rostered off duty on a public holiday shall:
 - (1) be paid one day's pay, 7.6 hours in the case of 38-hour week workers, in addition to the weekly rate; or, if the staff member so elects,
 - (2) have one day added to the staff member's period of recreation leave.
 - (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, staff members shall be entitled to an extra public holiday each year.

Such public holiday will occur on a date which is agreed upon between the Association and the Department and shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in paragraph (b) of subclause (i) of this clause is proclaimed and observed as a public holiday, and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays are proclaimed and observed as half public holidays.

Provided, further, that in areas where in each year only one half day, in addition to the ten named public holidays, is proclaimed and observed as a half public holiday, for the purposes of this award, the whole day will be regarded as a public holiday and no additional public holiday which would otherwise apply, as a result of this subclause, will be observed.

- (iii) Part-time staff members who are employed regularly each week shall be entitled to the provisions of subclauses (i) and (ii) of this clause for public holidays which fall on the days which they would normally be required to work. Provided that if such a staff member is required to and does work on a public holiday as defined in the said subclauses (i) and (ii), the staff member shall be paid at the rate of double time and one-half.

14. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal; provided that, where a staff member is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (ii) A staff member required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime, and all such time shall be counted as time worked.

- (iii) A staff member recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime, and all such time shall be counted as time worked.
- (iv) The meals referred to in subclauses (ii) and (iii) of this clause shall be allowed to the staff member free of charge. Where the Department is unable to provide such meals, a meal allowance will be paid in accordance with the allowance rates given in, and varied from time to time, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (v) Where a staff member is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 6, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause, shall apply.
- (vi) Where practicable, staff members shall not be required to work more than five hours without a meal break.

15. Association Representative

A staff member appointed Association representative shall, upon notification thereof in writing to the Manager, be recognised as the accredited representative of the Association and shall be allowed the necessary time during working hours to interview the employer and staff members on matters affecting staff members

16. Settlement of Disputes

- (i) 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.
- (ii) 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.
- (iii) 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 Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, 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.
- (v) 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 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 Executive Officer. .
- (vi) The Chief Executive Officer may refer the matter to the Department's Strategic Human Resources or Industrial Relations Branch for consideration.
- (vii) If the matter remains unresolved, the Department 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.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member, or the Association on their behalf, or the Department 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.

- (x) The staff member, the Association and the Department shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

17. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.

Notes -

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

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

18. Overtime, Penalty Rates and Part-Time Rates

For the purpose of calculating overtime payments, penalty rates and part-time rates the hourly rate of pay shall be determined by dividing the weekly equivalent of the relevant annual salary by one thirty-eighth.

19. General Conditions of Employment

It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards; the Public Service of NSW Personnel Handbook; Public Sector Employment and Management Act 2002 and the Public Sector Employment and Management Regulation 2009.

The salary rates in Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

20. No Extra Claims

The parties to this Award agree that no extra claims will be made in relation to this award except those allowed under Part 1, Section 17 of the Industrial Relations Act 1996.

21. Area, Incidence and Duration

This award shall apply to persons employed in the classifications contained in Part G, Monetary Rates.

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) take effect on and from 4 May 2012. Changes made to this award subsequent to it first being published on 30 May 2008 (365 I.G. 1678) have been incorporated into this award as part of the review.

This award remains in force until varied or rescinded.

PART B

MONETARY RATES

Effective from the beginning of the first pay period to commence on or after 1 July 2011.

SCHEDULE A

RATES OF PAY

Classification	1.7.11 Per annum \$
Transport Driver -	
Up to 2,950 kilograms	43,745
Over 2,950 kilos & up to 4,650 kilos*	44,102
Over 4,650 kilos & up to 7700 kilos*	44,477
Over 7,700 kilos & up to 10,800 kilos*	44,932
Over 10,800 kilos & up to 12,350 kilos*	45,319
Over 12,350 kilos & up to 15,500 kilos*	45,677
Over 15,500 kilos & up to 21,000 kilos*	46,125
Over 21,000 kilos & up to 22,450 kilos*	46,503
*Manufacturer's Gross Vehicle Mass	
Extra Hand	43,745
Services Support Officer -	
Grade 2	41,280
Grade 3	42,625
Apprentice Cook -	
1st six months (50%)	21,874
2nd six months (70%)	30,622
3rd six months (80%)	34,997
4th six months (85%)	37,184
5th six months (90%)	39,371
6th six months (95%)	41,558

Hunter Residences -	
Head Chef	59,065
Chef	52,291
Metro Residences -	
Head Chef	47,658
Deputy Head Chef	45,677
Chef	44,932
Other Residences -	
Head Chef	45,677
Deputy Head Chef	44,932
Chef	43,745
Outdoor Attendant	45,677
Sewerage Works - Peat Island	
Gardener (Tradesperson)	48,247
Gardener (non-Tradesperson)	45,319
Instructor Woodwork -	
Without Qualifications - 1st Year	52,289
Without Qualifications - 2nd Year	53,280
Without Qualifications - Thereafter	53,822
With Qualifications - 1st Year	53,400
With Qualifications - 2nd Year	54,770
With Qualifications - Thereafter	55,325
Technical Instructor Without Qualifications -	
1st Year	49,151
2nd Year	49,551
Thereafter	50,113
Technical Instructor With Qualifications -	
1st Year	51,008
2nd Year	51,385
Thereafter	52,289
Therapy Aide -	
1st Year	43,748
2nd Year	44,481
Thereafter	45,674
Supervisor - Linen Distribution -	
Rydalmere	46,118
Marsden, Grosvenor	44,062

SCHEDULE B

SPECIAL ALLOWANCES

- (i) Services Support Officers Grade 2 shall receive an additional duties allowance of \$13.84 per week for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers), maintenance of bowling greens and sporting ovals.
- (ii) Services Support Officers Grade 2 regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Department shall be paid an allowance at the rate of \$3.40 per week; the allowance is not automatically adjusted in the future.
- (iii) Services Support Officers Grade 2 required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation shall be paid an allowance of \$8.30 per day or part thereof.

- (iv) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance of 45c per hour. The allowance shall be payable to Services Support Officers for those periods when they relieve Extra Hands and are required to handle wet and dry garbage.
- (v) Staff members covered by this award who are required to handle linen of a nauseous nature (other than in sealed bags) shall be paid an allowance of \$3.93 per shift.
- (vi) Leading Hand Allowance - A staff member, who is placed in charge of not less than two other staff members of substantially similar classification, shall be paid in accordance with the following:

	Per Week \$
In charge of 2 to 5 other staff members	28.55
In charge of 6 to 10 other staff members	40.69
In charge of 11 to 15 other staff members	51.81
In charge of 16 to 19 other staff members	63.45

This allowance will not be payable to those staff members whose classification and salary includes supervisory responsibilities.

- (vii) A Boiler Attendant required to attend more than one high pressure boiler shall receive an allowance of \$751.74 per annum.
- (viii) Uniform Allowance - If the uniform of a staff member is not laundered at the expense of the Department an allowance of \$5.35 per week shall be paid to such staff member.

SCHEDULE C

ALLOWANCES

Staff members shall be paid the following amounts when working in situations where the conditions encountered are not normally encountered by staff members of that classification:

- (i) Cold Places - Staff members working in places where the temperature is reduced by artificial means to below 0 degrees Celsius shall be paid 69 cents per hour extra. Where the work continues for more than two hours, staff members shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
- (ii) Confined Spaces - Staff members 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 87 cents per hour extra.
- (iii) Dirty Work - Work which a supervisor and staff member agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate of 69 cents per hour above the rate prescribed by this award.
- (iv) Height Money - Staff members working at a height of 7.5 metres from the ground, deck, floor or water shall be paid 69 cents per hour extra and 21 cents per hour extra for every additional 3 metres. Height shall be calculated where it is necessary for the staff member to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect a staff member from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to staff members working on a suitable scaffold erected in accordance with the *Occupational Health & Safety Act 2000*.
- (v) Hot Places - Staff members 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 69 cents per hour extra; in

places where the temperature exceeds 54 degrees Celsius such staff members shall be paid 87 cents per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, staff members shall also be entitled to 20 minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the staff members who claim the extra rate.

(vi)

- (a) Insulation Material - Staff members working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid 57 cents per hour extra, or, if the insulating material be silicate, 76 cents per hour extra, whether they are actually handling such material or not; provided that such insulation material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- (b) Asbestos - A staff member required to work with any materials containing asbestos or to work in close proximity to staff members 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 staff members shall be paid 69 cents per hour whilst so engaged.

(vii) Wet Places -

(a)

- (1) A staff member 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 1.01 cent per hour extra; provided that this extra rate shall not be payable in respect to a staff member who is provided with suitable and effective protective clothing and/or footwear. A staff member who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (2) Where a staff member is required to work in the rain, he/she shall be paid 1.01 cent per hour extra for the time so worked.

- (b) A staff member called upon to work knee-deep in mud or water shall be paid at the rate of \$5.43 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to a staff member who is provided with suitable protective clothing and/or footwear.

(viii) Acid Furnaces, Stills, etc.- A staff member engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid \$3.54 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(ix) Depth Money - A staff member engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid 69 cents per hour.

(x) Swinging Scaffolds -

- (a) A staff member working in a bosun's chair or on a swinging scaffold shall be paid \$5.04 for the first four hours whilst so engaged, thence 69 cents per hour thereafter.
- (b) An staff member shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require a staff member to raise or lower a bosun's chair or swinging scaffold alone.

(xi) Spray Application - A staff member engaged on all spray applications carried out in other than a properly constructed booth approved by the WorkCover Authority shall be paid 69 cents per hour extra.

- (xii) Roof Work - Staff members 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 87 cents per hour extra with a minimum payment of 87 cents.
- (xiii) Explosive Powered Tools - Staff members required to use explosive powered tools shall be paid 4 cents per hour extra with a minimum payment of \$1.61 cents per day.
- (xiv) Toxic and Obnoxious Substances -
- (a) A staff member engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid 87 cents per hour extra.
 - (b) In addition, staff members applying such material in buildings which are normally air-conditioned shall be paid 59 cents per hour extra for any time worked when the air-conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing shall be supplied where recommended by the Department.
 - (d) Staff members working in close proximity to staff members so engaged shall be paid 69 cents per hour extra.
 - (e) For the purpose of this clause, all materials which are toxic or which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.
- (xv) 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.
- (xvi) 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.

SCHEDULE D

Salary Arrangements of Existing Staff Members, Services Support Officers at 19/4/99

	Rate as at 1.7.11 Per annum \$
Outdoor Attendant (Other) 11th year and thereafter *Current incumbents only.	43,399

C. G. STAFF J.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)
CASINO INSPECTORS TRANSFERRED FROM DEPARTMENT OF
GAMING AND RACING AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 244 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Increments
4.	Leave
4A	Leave for Matters Arising from Domestic Violence
5.	Annual Leave Loading
6.	Family and Community Service Leave/Personal Carer's Leave
7.	Hours
7A.	Lactation Breaks
8.	Overtime
9.	Shiftwork Arrangements
10.	Car Parking
11.	Higher Duties
12.	Grievance and Dispute Settling Procedures
13.	Anti-Discrimination
14.	Deduction of Union Membership Fees
15.	Secure Employment
16.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1- Rates of Pay

1. Definitions

"Act" means the *Casino Control Act 1992*.

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

"Authority" means the Independent Liquor and Gaming Authority constituted under the Act.

"Casino" means premises or part of premises, defined as a casino under section 19 of the Act.

"Chief Executive" means the Department Head of Independent Liquor and Gaming Authority.

"Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Department Head" means the Director-General of the NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Director-General, Department of Premier and Cabinet" means the Director-General of the Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.

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

"Employee" means and includes persons employed on a full-time or part-time shift work basis in the position of Inspector or Supervising Inspector within the Casino.

"Personnel Handbook" means the Personnel Handbook of the NSW Public Service as published on the Department of Premier and Cabinet website and updated from time to time.

"Preliminary Training Rate" means the salary rate paid to Inspectors and/or Supervising Inspectors during their initial training period. Payment of this rate will cease immediately Inspectors and/or Supervising Inspectors commence shiftwork.

"Roster Cycle" means working 15 shifts at the casino and attending one training day of five hours over a five week cycle.

"Shift" means a period working 11 hours 20 minutes plus a 40 minute unpaid meal break but including two 15 minute paid crib breaks.

"Training Day" means one day of five hours for the purposes of providing additional training during a roster cycle.

"Working Day" under Clause 12 means any day except Saturday, Sunday or a public holiday in New South Wales.

"Family" under Clause 6 is the person who needs the employee's care and support and 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 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.

"Relative" under Clause 6 is a member of the same household of the employee, where for the purposes of this definition:

- (a) "relative" means a person related by blood, marriage, affinity or aboriginal kinship structures;
- (b) "affinity" means a relationship that one spouse or partner has to relatives of the other; and
- (c) "household" means a family group living in the same domestic dwelling.

2. Salaries

Salaries for employees covered by this Award are set out at Part B Monetary Rates Table 1 - Rates of Pay of the Award. These salaries shall move in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement Award.

The salary rates expressed in this Award include a 30% allowance in full compensation for shift penalties which includes work on nights, weekends, and public holidays.

3. Increments

- (a) The payment of increments under the scale of salaries prescribed by Part B, Table 1 Rates of Pay shall be subject to satisfactory performance and the approval of the Department Head...
- (b) Subject to satisfactory performance, including training and development requirements for employees, permanent employees will progress along the relevant incremental rate of pay scale at the completion of each year of continuous employment.

4. Leave

Annual Leave:

Employees shall be entitled to 140 hours annual leave per annum plus the dollar equivalent of 35 hours recreation leave in lieu of work performed on Sundays and public holidays. This payment shall commence from 1/12/98 with the payment to be made, at the end of each leave year. All other provisions for annual leave are as contained in the Personnel Handbook and/or Public Sector Employment and Management Act 2002 and General Regulation.

Other Leave:

The provision for all other forms of leave as prescribed by the Personnel Handbook and/or Public Sector Employment and Management Act 2002 shall apply except that the time shall accrue and be taken as hours not days.

4A. Leave for Matters Arising from Domestic Violence

- (a) The definition of domestic violence is found in clause 1, Definitions, of this Award;
- (b) Leave entitlements provided for in clause 6, Family and Community Service Leave/Personal Carers leave, and sick leave provided for clause 4, Leave, may be used by staff members experiencing domestic violence;
- (c) Where the leave entitlements referred to in subclause 4A (b) are exhausted, the Department Head shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- (d) The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- (e) Personal information concerning domestic violence will be kept confidential by the agency;

- (f) The Department Head where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

5. Annual Leave Loading

Employees are entitled to payment of an annual leave loading of 17.5% of the monetary value of 140 hours recreation leave accrued in a leave year. This annual leave loading is based on the salaries as prescribed in clause 2, Salaries.

6. Family and Community Service Leave/Personal Carer's Leave

The Department Head may grant family and community service leave to an employee:

- (a) for reasons related to the family responsibilities of the employee; or
- (b) for reasons related to the performance of community service by the employee; or
- (c) in a case of pressing necessity.

Family and community service leave replaces short leave.

The maximum amount of family and community service leave on full pay that may be granted to an employee is:

- (a) 24.50 hours during the first 12 months of service and 49 hours in any period of 2 years after the first year of service; or
- (b) 7 hours for each year of service after 2 years' of continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

Where family and community service leave has been exhausted, additional paid family and community service leave of up to 14 hours may be granted on a discrete "per occasion" basis on the death of a person defined in clause 1, Definitions.

When family and community service leave is exhausted, sick leave provisions may be used by an employee to care for a sick family member.

Use of sick leave to care for a sick family member - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in clause 1 Definitions.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement, minus any sick leave taken from that year's 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, sick leave accrued 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) In special circumstances, the Department Head may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c) of this subclause.

- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Department Head prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Department Head beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7. Hours

- (a) The normal hours of work for full-time employees shall be 175 hours per five week cycle.
- (b) The standard shift starting and finishing times shall be 7 am and 7 pm respectively. Nevertheless the starting and finishing time may be staggered by up to one hour as determined by the Department Head or delegate in consultation with the employee.
- (c) Normal hours of work shall be structured to avoid broken periods of duty (i.e. there shall be no split shifts).
- (d) Part-time employees shall work the same shift duration as full-time employees but the number and frequency of shifts shall be negotiated having regard to the exigencies of the Authority and then fixed on the same basis as full-time employees.

7A. Lactation Breaks

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The Department Head shall provide access 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 employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (g) 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.

- (h) 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 4, Leave of this Award, or access to the flexible working hours scheme provided in clause 7, Hours of this Award, where applicable.

8. Overtime

An employee may be directed by the Department Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the employees prior commitment outside the workplace, particularly the employees family and carers responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the Authority and the effect on client services;
- (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the employee of their intention to refuse the working of overtime; or
- (e) any other relevant matter.

9. Shift Work Arrangements

- (a) When rostered for shift work the employees shall be at the Casino for 12 hours which comprises of 11 hours 20 minutes on duty and an unpaid 40 minute meal break. There will also be included two 15 minute paid crib breaks.
- (b) Employees are not on duty during a meal break and are not required to answer calls. Employees shall not be required to work in excess of five hours without a crib break or a meal break. The meal break should be taken as near as possible to the middle of the shift.
- (c) The rostered time of a meal break may be varied by up to 15 minutes to suit operational needs.
- (d) Shift rosters once fixed can only be varied, with the approval of the Department Head or delegate. Employees shall ordinarily be given a minimum of eight calendar days notice of roster change and may voluntarily agree to a change in roster in a shorter time frame.
- (e) Where less than 48 hours notice is given of changed shift arrangements, employees will be paid overtime rates for that shift.
- (f) There shall be a minimum of 10 hours break between shifts.

10. Car Parking

Free parking shall be provided for employees at the Casino. It is not available for employees on training days at locations other than the Casino.

11. Higher Duties

- (a) Higher duties allowance may be paid on a shift by shift basis dependent on operational requirements.
- (b) Where an employee performs the whole of the duties and assumes all of the responsibilities of that more senior position he or she will, subject to satisfactory performance, be paid the difference between the employee's present rate of pay and the rate of pay that the employee would be paid if appointed to that position.

- (c) Where an employee does not possess the skills necessary to perform the whole of the duties and responsibilities of the more senior position at the time of relieving the employee will be paid subject to satisfactory performance an allowance based upon the proportion of duties actually performed.

12. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) 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.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (g) If the matter remains unresolved, the Department 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.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The Employee, Association, Department and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

13. Anti-Discrimination

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

- (b) It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (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.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) 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."

14. Deduction of Union Membership Fees

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

15. Secure Employment

(a) Work 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 work health and safety consultative arrangements;
- (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;
- (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 (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

(b) 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.

(c) 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.

16. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

(a) The entitlement to salary package in accordance with this clause is available to:

- (i) permanent full-time and part-time employees;
- (ii) temporary employees, subject to the Authority's convenience; and

- (iii) casual employees, subject to the Authority's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 16(g).
- (b) For the purposes of this clause:
 - (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 2, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "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, HELP payments, child support payments, and judgement debtor/garnishee orders.
- (c) By mutual agreement with the Department Head an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (i) a benefit or benefits selected from those approved by the Department Head and
 - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.
- (d) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (e) The agreement shall be known as a Salary Packaging Agreement.
- (f) Except in accordance with subclause 16(g), 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 Department Head at the time of signing the Salary Packaging Agreement.
- (g) 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:
 - (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Departments agreement, paid into another complying superannuation fund.
- (h) Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (i) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,

the Department 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.

- (j) 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 16(i) of this clause, the Department 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 may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (k) Where the employee makes an election to salary package:
 - (i) 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
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to 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 2, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (l) The Department Head 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.
- (m) The Department Head 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.

17. Area, Incidence and Duration

- (a) This Award covers Casino Inspectors transferred to the Authority as a result of the Casino Control Act 1992 from the Department of Gaming and Racing on 1 July 2001. Casino Inspectors recruited after 30 June 2001 are not under this Award but are employed under the *Casino Control Act 1992*.
- (b) 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 take effect on and from 16 April 2012
- (c) Changes made to this Award subsequent to it first being published on 26 October 2007 (364 I.G. 97) have been incorporated into this Award as part of the review.
- (d) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Casino Inspectors, transferred from Department of Gaming and Racing			
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.5% \$
Preliminary Training Rates - Inspectors			
Inspector - 1st Year of Service	64	61,878	63,425
Inspector - 2nd Year of Service	67	63,781	65,376
Inspector - 3rd Year of Service	75	68,761	70,480
Thereafter	78	70,929	72,702
Salary Rates - Inspectors			
Inspector - 1st Year of Service		80,444	82,455
Inspector - 2nd Year of Service		82,913	84,986
Inspector - 3rd Year of Service		89,389	91,624
Thereafter		92,210	94,515
Preliminary Training Rates - Supervising Inspectors			
Supervising Inspector - 1st year of Service	88	78,142	80,096
Supervising Inspector - 2nd year of Service	91	80,479	82,491
Supervising Inspector - 3rd year of Service	95	83,832	85,928
Thereafter	98	86,498	88,660
Salary Rates - Supervising Inspector			
Supervising Inspector - 1st year of Service	-	101,585	104,125
Supervising Inspector - 2nd year of Service	-	104,622	107,238
Supervising Inspector - 3rd year of Service	-	108,983	111,708
Thereafter	-	112,448	115,259

C.G. STAFF J

 Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)
DOMESTIC SERVICES OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 232 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Definitions/Generic Duties Associated with Domestic Services Officers
6.	School Based Apprentices
7.	Hours of Work
8.	Allowances
9.	Work Performed on Weekends
10.	Leave
11.	Call Back
12.	Job Evaluation
13.	Higher Duties Allowance
14.	Grievance and Dispute Settling Procedures
15.	Public Service Holiday
16.	Deduction of Union Membership Fees
17.	Personal/Carer's Leave and Parental Leave
18.	Part-time Employees
19.	Anti-Discrimination
20.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Domestic Services Officers Award.

2. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "Union" means United Voice, the union formerly known as the Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch.
- (iii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "College" refers specifically to either the:
 - Murrumbidgee College of Agriculture, Yanco
 - CB Alexander Agricultural College (Tocal), Paterson or
 - Trangie Research Centre, Trangiewhere an accommodation and catering service is provided.
- (v) "Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "Department Head" means the Director General of the NSW Department of Trade and Investment, Regional Infrastructure and Services as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vii) "Director General" means the Director General, Department of Premier and Cabinet as established under the *Public Sector Employment and Management Act 2002*.
- (viii) "Domestic Services Officer" means and includes all members of staff permanently, temporarily or casually employed under the provisions of the Act, who at the date of the first Crown Employees (Domestic Services Officers - Department of Agriculture) Award, published 26 March 1999 (308 I.G. 732) occupied a position of, and were classified as either Porter, Storeman, Pantry man, Steward, First Cook, Second Cook, Third Cook, Fourth Cook, Domestic Assistant, Useful, Kitchen Hand, Butcher, Housemaid, General Services Officer, Kitchen Supervisor, Security Officer, Manager, Catering and Accommodation (Clerk Grade 3), House Supervisor, Assistant House Supervisor; under this Award, meet the minimum qualification requirements pursuant to clause 5 of this Award.
- (ix) "Job Evaluation" means a methodology agreed between the Department and the relevant unions to grade Domestic Service Officer positions under this Award.
- (x) "Member of Staff" for the purposes of this Award, means a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under Part 2.4 of the Act, who are classified under this Award, and employed in either a part-time or full-time capacity, or a casual employee employed under Part 2.6 of the Act and who is classified under this Award.
- (xi) "Normal Work" as defined in clause 14, is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description, of a member, or members, of staff, at the time of a Grievance, Dispute or Difficulty.
- (xii) "Position" means a position as dealt with in s.9 of the *Public Sector Employment and Management Act 2002*.
- (xiii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xiv) "Regulation" means the *Public Sector Employment and Management Regulation 2009*.

- (xv) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.
- (xvi) "Service" means continuous service for salary purposes.

3. Salaries

Subject to the provisions of the *Public Sector Employment and Management Act 2002*, and the regulations there under, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff appointed to the positions specified.

4. Saving of Rights

At the time of making of this award, no member of staff covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this award.

5. Definitions/Generic Duties Associated With Domestic Services Officers

Level 1 (Kitchen/Accommodation Services)

A level 1 Domestic Services Officer means a person employed substantially in a kitchen, dining room, dormitory function within a College and is principally occupied in any of the following duties: food preparation, serving of meals, cleaning/vacuuming e.g. kitchen, dormitories, laundering of kitchen linen, dining room preparation, waitressing, garbage collection, distribution of chemicals and supplies to dormitories, provision of minor maintenance e.g. globe replacement etc., minor stock control, operation of dish washer, collection and distribution of linen, servicing of rooms, making beds, minor cooking e.g. toast, sandwiches, general maintenance e.g. rubbish removal. Cleaning of guttering, toilets and bathrooms.

Level 2 (Cook)

A level 2 Domestic Services Officer means a person employed in a kitchen who prepares, presents and serves meals including 3 course dinners, BBQ buffets, morning and afternoon beverages/tea for students and special functions.

Cleaning of cooking equipment e.g. stoves and floors. Prepares specialised diet meals and other specialised meals. Applies hygiene and safe food handling procedures. Provides weekend supervision, which incorporates the responsibility of kitchen services.

Level 3 (Security)

A level 3 Domestic Services Officer means a person employed as one of the following:

- (a) Possession of a Class 1 Security Licence pursuant to the provision of the *Security (Protection) Industry Act 1997*. Provides security of College buildings and equipment, after hours reception service to visitors, course participants, parents etc, including booking of facilities, collection of monies, issuing of keys, operation of after hours student transport, supervision of meals in dining room, provision of first aid, organisation and facilitation of student recreation activities, including the oversighting of student welfare, provide minor maintenance e.g. flyscreen replacement, including pool cleaning and supervision of pool; or
- (b) Provides direct supervision of either an accommodation or kitchen service within a College. Ensures menus and other directions issued by the DSO level 4 are followed. Maintains administration information/statistics on the provision of meals etc. Ensures stock control on all incoming kitchen stores and foodstuffs. Assists DSO level 4 with accommodation issues.

Level 4 (Supervisory)

A level 4 Domestic Services Officer means a person employed in the day to day responsibility of kitchen and accommodation services within a College and is principally occupied in the following duties:

Co-ordination of Domestic Services Officer Level 1 and Level 2, inspection of student dormitories, reception service for accommodation co-ordination eg. enquires, reservations, receipting of monies, accounting functions e.g. Voucher preparation, payment verification, allocation of cost codes. Preparation of time sheets, stock control, maintenance reports and menu preparation, word processing and data entry.

Level 5 (Managerial)

A level 5 Domestic Services Officer means a person employed to manage and co-ordinate the accommodation and catering functions of a College and is principally occupied in the following duties:

Delivery of a professional service in the provision of accommodation and catering. Control, preparation and administration of budgets including voucher checking/approvals, journals etc. Management of reservation facilities including computer system maintenance, oversighting of student welfare, health counselling and discipline. Co-ordination of functions and client liaison. Rostering of all Domestic Services Officers and co-ordination of Domestic Services Officer Level 4. Provision of Occupational, Health and Safety obligations and First Aid services. Diet/nutritional expertise for menu preparation.

6. School Based Apprentices**(a) Definition**

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

- (i) The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of paragraph (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

- (d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.

- (e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

7. Hours of Work

- (i) Subject to subclause (iii) of this clause the ordinary hours of work shall not exceed an average of thirty-eight per week where a weekly roster is observed or seventy-six per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide Domestic Service Officers with greater flexibility and to provide the Colleges with improved efficiency in rostering provisions;
- (ii) The margin for the ordinary hours of work on any one day shall be 6.00am to 8.00pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.
- (iii) The actual ordinary hours worked by a full-time employee in any week may, by written agreement between the Supervisor and the officer, be averaged over a period of 4 weeks between the hours of 6.00am and 8.00pm provided that;
- (iv) The total ordinary hours worked in the 4-week period must not exceed 152 hours,
- (v) With the exception of Domestic Services Officer Grade 3 (Security) should the approved hours worked by employees be;

outside the margin for ordinary working hours of 6.00am to 8.00pm,

exceed 152 hours in any one four week period,

the provisions of the Crown Employees (Public Service Condition of Employment) Award 2009 and any variation or replacement award shall apply with all overtime to be calculated on a stand alone daily basis.

- (vi) The ordinary hours as specified in subclause (i) of this clause shall be arranged so that the hours worked on each day shall include a proportion of one (1) hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked).

The proportion shall accumulate to allow the employee to take one (1) rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve (12) days per annum.

By agreement of the Supervisor an employee may accumulate days to be taken at a time convenient to the operation of the college. Such accumulation is not to exceed five (5) days.

- (vii) Where the day off provided under subclause (vi) of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- (viii) An employee who has not worked, or is not regarded by reasons of subclause (ii) or (iii) of this clause as having worked, a complete four week cycle shall receive pro-rata accrued entitlements in respect of the rostered day off.

- (ix) Each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes in the particular twenty (20) day shift cycle.
- (x) Time towards a rostered day off as prescribed in subclauses (ii) and (iii) of this clause shall not accrue whilst an employee is on the first four (4) weeks of recreation leave accrued each year.
- (xi) Where an employee is absent on extended leave and/or Worker's Compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or Worker's Compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- (xii) Employees on an ordinary weekly or fortnightly roster shall be granted two (2) days off duty each week.
- (xiii) Shift rosters may be changed on seven (7) days notice or at any time by mutual consent, or in exceptional circumstances on twelve (12) hours notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- (xiv) Part-time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the Supervisor and the employee, to the benefit of the 38 hour week, 19 day month on a pro-rata basis.
- (xv) Casual employees shall not be eligible to accumulate time in accordance with the provisions of this Award for a 38 hour week, 19 day month.
- (xvi) The starting and finishing times of employees shall be as determined by the Supervisor following consultation with the Domestic Service employees to suit the needs of the College.
- (xvii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
- (xviii) Rostered days off may accumulate and in the case of school/college locations may be scheduled during the appropriate vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and employer throughout the year.
- (xix) An employee who is required to work on their rostered day off shall be paid in accordance with the provision of the Crown Employees (Public Service Conditions of Employment) Award 2009 and any variation or replacement award.

8. Allowances

The additional payments prescribed by this clause shall not apply to time worked on Saturday and Sundays where allowances are payable in terms of clause 9, Work performed on Weekends of this Award or in the computation of overtime rates.

(a) Qualification

A full-time employee, if in possession of the following qualifications, shall be paid the following additional allowances specified hereunder from the beginning of the first pay period to commence on or after the first day of the month succeeding the date on which the final paper of the particular examination, at which he or she passed, was held, whichever shall last occur:

Department of Technical and Further Education Commercial Cookery Trade Course Stage I; or

Qualification deemed by the Department to be equivalent shall be paid per annum an amount as set out in Item 1 of Table 2 - Allowances of Part B, Monetary Rates.

Department of Technical and Further Education Commercial Cookery Trade Course Stage II and III; or

Qualifications deemed by the Department to be equivalent shall be paid per annum an amount as set out in Item 2 of Table 2 - Allowances of Part B, Monetary Rates.

No allowance will be payable for relief, where necessary, where staff are on rostered leave arising from the 38 hour week, 19 day month.

(b) Shifts

The following additional allowances for shift work shall be paid to Domestic Service Officers Level 3 (Security) in respect of work performed during ordinary hours of shift as defined below:

Night Shift means any shift commencing after midnight and at or before 5.00am.

Afternoon Shift means any shift commencing after 6 pm and at or before midnight.

Early Morning Shift means any shift commencing after 5.00am and before 6.00 am.

Night Shift - non rotating means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employees working time off night shift in each roster cycle.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause 7, Hours of work.

	Percentage
Early Morning Shift	10
Afternoon Shift	15
Night Shift, rotating	17.5
Night Shift, non-rotating	30

(c) Broken Shifts

Employees working a broken shift shall be paid an additional amount per day for each day so worked as set out in Item 3 of Table 2 - Allowances of Part B, Monetary Rates.

Any employee receiving broken shift allowance pursuant to this subclause shall not receive any other allowance provided for under subclause (b) of this clause.

9. Work Performed on Weekends

Time worked on Saturday and Sundays, other than that worked as overtime, shall be paid for at the rate of:

Saturday Work	time and one half
Sunday	double time

Provided that a shift in which the majority of hours are worked on a Saturday or Sunday shall, for the purpose of this clause, be regarded as a Saturday or Sunday shift as the case may be.

10. Leave

- (i) General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Public Sector Employment and Management Act 2002* and Regulation and the Crown Employees (Public Service Conditions of Employment) Award 2009 and any variation or replacement award.
- (ii) When Colleges are in recess and it is necessary to stand down staff, employees employed in such colleges shall be paid half ordinary pay for the period during which they have been stood down,

provided that they have been continuously employed for the college term immediately preceding and for the college term immediately following the period of recess.

- (iii) During any period of annual leave taken by an employee that employee shall be paid, in addition to his/her ordinary rate of pay prescribed in clause 3, Salaries, any amount in respect of shift penalties to which he/she would have become entitled had he/she not proceeded on annual leave. Such shift penalties to be calculated in accordance with his/her roster or projected roster for the period of annual leave.
- (iv) Employees who are regularly rostered to perform rostered duty on Sundays and Public Holidays shall be granted additional leave on the following basis:

Number of Ordinary Shifts Worked on Sunday and/or Public Holidays	Additional Leave
4-10	1 additional days leave
11-17	2 additional days leave
18-24	3 additional days leave
25-31	4 additional days leave
32 or more	5 additional days leave

11. Call Back

An employee required to attend the employer's premises for any reason (including emergencies after hours) other than carrying out rostered duties shall be entitled to claim leave in lieu on an hour for hour basis.

This leave in lieu accrued may accumulate and in the case of school/college locations may be scheduled during the appropriate vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and employer throughout the year. All accumulated leave in lieu must be exhausted by the 30th January each year.

12. Job Evaluation

- (i) Positions classified as Domestic Services Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Director General, Association and United Voice.
- (ii) The grading of Domestic Services Officers positions shall be carried out in consultation between the Department and Associations using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a position is significantly changed, or a new position is created.
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy.
 - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:

- (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;

- (b) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

13. Higher Duties Allowance

- (i) A member of staff who is relieving in a higher graded position undertakes the whole of the duties and responsibilities of that position shall be paid by allowance the difference between their present salary and the salary of which the member of staff would have been entitled to if appointed to that position.
- (ii) Where the member of staff does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined by the Department Head or their nominee.
- (iii) No higher duties allowance shall be payable where less than 5 consecutive days relief is afforded.

Where absences of less than 5 days occur during a period of relief, as subclauses (i) and (ii) of this clause, the allowance is to be paid for those periods of absence. However, if the period of relief is only for 5 days, during which there is a period of absence then the allowance is not payable.

An allowance shall not be paid in respect of any period of leave exceeding 5 complete and consecutive working days, taken by the member of staff during any period of relief in another position.

14. Grievance and Dispute Settling Procedures

- (i) 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.
- (ii) A member of staff 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.
- (iii) 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 member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) 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.
- (v) If the matter remains unresolved with the immediate manager, the member of staff 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 member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Director General for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff 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.
- (viii) A member of staff, at any stage, may request to be represented by the Association/United Voice representative.
- (ix) The member of staff or the Association/United Voice on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- (x) The member of staff, Association/United Voice, Department and Director General shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

15. Public Service Holiday

- (i) The Public Service Holiday as prescribed by Clause 10.2(c) of the Public Sector Employment and Management Regulation 2009, shall be a Public Service Holiday/Union Picnic Day for staff covered by this Award and shall be in lieu of any other Picnic Day.
- (ii) All staff shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in clause 3, Salaries. Any staff required to work on such day shall be paid at the rate of double time and a half for not less than four hours work. Provided that a member of staff who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

16. Deduction of Union Membership Fees

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

17. Personal/Carers Leave and Parental Leave

The provisions of Family and Community Service Leave, Sick Leave to Care for a Family Member, Parental Leave and Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Award 2009 and any variation or replacement award apply to employees under this award.

18. Part-Time Employees

- (i) The maximum rates of pay for part-time employees shall be the hourly equivalent of the ordinary rate of pay of the classification in which the employee is engaged for the actual number of hours worked, plus a loading of 15% in respect of an employee working not more than 21 hours per week, and 10% in respect of an employee working more than 21 hours but not more than 32 hours per week.

- (ii) Employees working more than 32 hours per week shall be regarded as weekly employees.
- (iii) The hourly equivalent for the purpose of this clause shall be based as 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.
- (iv) The hourly equivalent for the purpose of this clause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off.

19. 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 of the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of the 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 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 this 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".

20. Area, Incidence and Duration

The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management Regulation 2009, Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.

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) take effect on and from 4 April 2012.

Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 341) have been incorporated into this award as part of the review.

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

PART B
MONETARY RATES

Table 1 - Salaries

Effective from the beginning of first pay period to commence on or after 1 July 2011

Domestic Services Officers

(A) Full Time (Old Classifications)		Annual Rate \$	Common Salary Point
Level 1	Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person Boiler Attendant, Fourth Cook General Services Officer Grade 1,	40,662	17
Level 2	Cook 1,2 & 3, Butcher, Kitchen Supervisor General Services Officers Grade 2 General Services Officer Grade 3, Security Officer Grade 1	43,539	23
Level 3	Security Officer Grade 2 Assistant House Supervisor Security Officer Grade 3	46,657	31
Level 4	House Supervisor	52,489	44
Level 5	Manager Catering and Accommodation	67,267	70

(B) Part-Time Hourly Rate Formulae

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{1}{38} = \text{1 hours pay}$$

(C) Apprentice Cook - \$ PW

1st Year	\$431.42
2nd Year	\$569.49
3rd Year	\$704.38
4th Year	\$824.41

Table 2 - Other Rates and Allowances

Effective from the beginning of first pay period to commence on or after 1 July 2011

Item No.	Clause No.	Brief Description	Amount \$
1	8 (a)	Qualification - Commercial Cookery Trade Course Stage I	757 p.a.
2	8 (a)	Qualification - Commercial Cookery Trade Course Stage II and III	1,519 p.a.
3	8 (c)	Broken Shift	12.79 per day

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)
MINE SAFETY AND ENVIRONMENT OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 237 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Preamble
3.	Definitions
4.	Parties to the Award
5.	Salaries
6.	Scope of Employment
7.	Appointment of Officers
8.	Progression of Officers
9.	Mine Safety and Environment Committee
10.	Review of Qualifications and Competencies
11.	Qualifications and Competencies - Acquisition and Maintenance
12.	Hours of Duty
13.	Mine Backshift Inspections
14.	Overtime, On Call and Call Out Arrangements
15.	Grading and Evaluation of Positions
16.	Department Induction Seminars
17.	Grievance and Dispute Settling Procedures
18.	Anti-Discrimination
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

SCHEDULES

Schedule 1 - Appropriate Qualifications

Schedule 2 - Statutory Requirements, Tertiary Qualifications
and Competency-based Training Programme

PART A

1. Title

This award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Mine Safety and Environment Officers Award.

2. Preamble

This award is made in recognition by the parties of the major structural reform resulting from the implementation of the Mine Safety Review Report tabled in the NSW Parliament on 9 April 1997. The award also recognises:

changes in duties, work practices, responsibilities, accountabilities;

appointment and promotion based on the acquisition of competencies;

creation of the classification of Mine Safety Officer;

separation of the occupational health and safety and environmental functions; and

in establishing rates of pay in this award, regard has been had to the rates of pay applicable to the mining industry,

for officers employed under the award.

3. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "Appropriate Qualifications" are those qualifications relevant to the classifications under this award, which are:
- required by officers in order to fulfil the *Department's responsibilities under the Coal Mine Health and Safety Act 2002* the *Mine Health and Safety Act 2004*, or any relevant legislation enacted by the NSW Parliament during the term of this award; or
- from time to time identified and agreed as appropriate by the Department Head, following a review carried out by the Mine Safety and Environment Committee in accordance with clause 10, Review of Qualifications and Competencies; or
- otherwise recognised for progression purposes by the Department Head, in accordance with subclause (3) of clause 8, Progression of Officers.
- Current qualifications deemed appropriate to be held by officers under this award are set out in Schedule 1.
- (iii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Backshift", for the purpose of this award, is a mine-working shift which either commences or finishes outside the Department's business hours of 8.30 a.m. and 4.30 p.m., Monday to Friday.
- (v) "Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "Department Head" means the Director-General of the NSW Department of Trade and Investment, Regional Infrastructure and Services.

- (vii) "Director" means Director of Mine Safety Operations.
- (viii) "Director General" means the Director General, NSW Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.
- (ix) "Inspector" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who occupy positions of Inspector of Coal Mines, Inspector of Mines (Metalliferous), Electrical Inspectors and Mechanical Inspectors with the Department as described in the *Coal Mine Health and Safety Act 2002* and the *Mine Health and Safety Act 2004* or may be classified as an Inspector or described by a new definition or description resulting from a variation or amendment to the aforesaid Acts and Regulation, or by new or other legislation.
- (x) "Job Evaluation" means an accredited system agreed to between the parties, to grade the positions of officers employed under this award.
- (xi) "Mine", for the purposes of this award, is the description contained in the *Coal Mine Health and Safety Act 2002* and the *Mine Health and Safety Act 2004*.
- (xii) "Committee" means the Mine Safety and Environment Committee comprising the Director, or nominee, two Grade 4 Inspectors and three representatives of the Association or as otherwise comprised by agreement between the Department and the Association with the functions and responsibilities described in clause 9, Mine Safety and Environment Committee.
- (xiii) "Normal Work", for the purposes of clause 17, Grievance and Dispute Settling Procedures, will be work carried out in accordance with the officer's position or job description at the location where the officer was employed at the time the grievance or dispute was notified by the officer.
- (xiv) "Normal Working Hours" are the ordinary hours of work performed in accordance with clause 12, Hours of Duty.
- (xv) "Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who are appointed to positions classified under this award in the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (xvi) "Position" means a position as dealt with in s.9 of the *Public Sector Employment and Management Act 2002*.
- (xvii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xviii) "Regulation" means the Public Sector Employment and Management Regulation 2009.
- (xix) "Service" means continuous service.
- (xx) "Salary Rates" means the ordinary-time rate of pay for the officer's grading and includes allowances for work conducted during a mine backshift, and for being on call outside normal working hours for the Grade 2, 3 and 4 officers described in subclause (1) of clause 12, Hours of Duty.

4. Parties to the Award

The parties to this award are the Director General and the Association.

5. Salaries

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

6. Scope of Employment

- (1) Employment will be either on a full-time, permanent part-time, part-time (on part-time leave without pay), or part-time (with part-time maternity leave) basis. Temporary staff may be employed as Inspectors should the need arise.
- (2) Officers may be required to undertake the full range of related work activities within the classification and grading.

7. Appointment of Officers

Appointment to any position covered by this award will be subject to a person or officer satisfying the requirements of the *Public Sector Employment and Management Act 2002*, Section 145 of the *Coal Mine Health and Safety Act 2002* or Section 127 of the *Mine Health and Safety Act 2004*, or as may be otherwise determined or prescribed by legislation enacted by the NSW Parliament, or in accordance with the recommendations of the Mine Safety Review.

8. Progression of Officers

- (1) Progression Between Grades - Progression of officers between each Grade in this award will be on the basis of merit selection, and subject to a vacancy, provided officers meet the qualifications criteria listed in Schedule 1 applicable to the Grade to which they are appointed, or as otherwise determined in accordance with paragraph (a) of subclause (3) of this clause.
- (2) Progression Within Grades - Progression of officers within a Grade of this award will be subject to completion of 12 months' satisfactory service at each level within a Grade, with the following exceptions:
 - (a) Officers who have completed 12 months' satisfactory service at Grade 1 Level 7 will only progress to Grade 1 Level 8 if they possess the qualifications prescribed in Schedule 1, or have their qualifications or competencies accepted for progression from Grade 1 Level 7 to Grade 1 Level 8, in accordance with subclause (2) of clause 10, Review of Qualifications and Competencies.
- (3) Progression of Grade 1 Officers following a Qualifications or Competencies Review -
 - (a) An officer may apply to the Director in writing to request a review of their qualifications or competencies for progression from Grade 1 Level 7 to Grade 1 Level 8. Following receipt of the officer's application, the Director will convene a meeting of the Committee established in accordance with clause 9, Mine Safety and Environment Committee, to consider an officer's qualifications, not listed in Schedule 1, or to determine whether an officer possesses the competencies described in Schedule 2, and the relevant experience required, for progression to Grade 1 Level 8.
 - (b) The Committee will review the officer's application for progression in accordance with procedures and timeframe established by the Committee, in consultation with the officer, and make recommendations to the Department Head.
 - (c) The Department Head may approve, or not approve, the Committee's recommendation on an officer's qualifications within 15 working days of receipt of the Committee's report.

The Department Head will provide officers who fail to have their qualifications accepted for progression with written grounds and reasons for the decision within 15 working days of the determination.
 - (d) The date of progression for an officer from Grade 1 Level 7 to Grade 1 Level 8, recommended for progression in accordance with this subclause, will be:
 - (i) in accordance with paragraph (a) of subclause (2) of this clause; or

- (ii) following any lawful order or determination by the Industrial Relations Commission of New South Wales.
- (e) Nothing in this clause will prevent the Department Head progressing any officer(s) from Grade 1 Level 7 to Grade 1 Level 8, who meets any new, varied, amended or otherwise altered qualifications introduced after this award is made, in accordance with legislation enacted by the NSW Parliament.

9. Mine Safety and Environment Committee

- (1) A Mine Safety and Environment Committee will be formed by the parties to this award, with the following functions and responsibilities:
 - (a) The Committee will act as a forum of consultation between the Department and Association for the implementation of the recommendations of the Mine Safety Review Report, and for:
 - (b) the development of a team structure and team management approach to the organisation of officers' work and the discharge of their responsibilities:
 - (i) officers' workplan development, trialling, review and implementation;
 - (ii) the review of officers' work practices; and
 - (iii) the development, implementation, and ongoing review of training, professional development, competency units and elements, competency curriculum development, competencies acquisition, competency assessment, and competency maintenance programs, considered appropriate for officers employed under this award; and
 - (c) a review of appropriate qualifications and competencies for the appointment, progression and promotion of officers employed under this award in accordance with clause 10, Review of Qualifications and Competencies.
- (2) The Committee will meet every month, or as otherwise agreed between the parties to this award, or as otherwise required in accordance with this clause, paragraph (a) of subclause (3) of clause 8, Progression of Officers, or the said clause 10. The business of the meeting will be conducted as follows:
 - (a) The Director, or nominee, will be the Committee chairperson.
 - (b) The Department will provide a person, other than a management representative, to record the Committee's minutes. Minutes will be circulated to Committee members within 10 working days of each meeting.
 - (c) A draft Committee agenda will be circulated at least seven working days, or as otherwise agreed by the Committee, prior to a Committee meeting. Agenda items will be accepted up until two working days prior to a meeting.
 - (d) The Committee will, as far as possible, attempt to reach decisions and resolve outstanding issues by consensus.
 - (e) The Committee may co-opt any other officer employed by the Department, or invite any person to assist the Committee in carrying out its functions and responsibilities or to assist in resolving a grievance or dispute. The Committee will make recommendations to the Department Head arising from its functions and responsibilities.
- (3) If a dispute or grievance between representatives on the Committee remains unresolved, the Association and Department representatives will attempt to resolve a grievance or dispute with the Department Head, and in accordance with clause 17, Grievance and Dispute Settling Procedures.

10. Review of Qualifications and Competencies

- (1) The Committee will review the suitability of existing and future qualifications and/or competencies for the appointment and progression of officers employed by the Department.
 - (a) The Department Head will receive recommendations agreed to by the Committee before making a decision to:
 - (i) vary, amend, or otherwise alter qualifications or competencies for officers employed under this award listed in Schedules 1 and 2, respectively; or
 - (ii) identify new competency requirements for any group of officers employed under this award; and

all such matters will be determined within three calendar months, or as otherwise agreed to by the Committee.
- (2) The Committee will also make recommendations to the Department Head:
 - (a) to recognise, or not recognise, an officer's qualifications or competencies for progression from Grade 1 Level 7 to Grade 1 Level 8, following a review of the officer's qualifications or competencies in accordance with the provisions of paragraph (a) of subclause (3) of clause 8, Progression of Officers; and
 - (b) on resolving any difficulty, grievance, dispute or special circumstances related to the acquisition or maintenance of qualifications or competencies by any officer employed under this award.

11. Qualifications and Competencies - Acquisition and Maintenance

- (1) The Department Head will, subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced, be responsible for providing suitable study leave arrangements for officers to either acquire qualifications prescribed in Schedule 1, or determined by the Committee in accordance with clause 10, Review of Qualifications and Competencies, for:
 - (a) an officer's progression, within a grade, in accordance with paragraph (a) of subclause (2) or paragraph (a) of subclause (3) of clause 8, Progression of Officers; or
 - (b) an officer to be eligible for promotion to a higher grade.
- (2) The Department Head will grant paid study leave necessary for officers to maintain any qualifications or competencies for the officers to comply with any legislative requirement imposed on an officer in the *Coal Mine Health and Safety Act 2002*, the *Mine Health and Safety Act 2004* or any new legislation related to the officers regulating either safety and/or environmental standards at mine sites in NSW, or occupational health and safety for persons employed in the mining industry in NSW.
- (3) An officer who has not acquired, or maintained, competencies which are required in Schedule 2, through circumstances beyond their control, will continue to be employed at the same Grade and Level, and have their service recognised, for a maximum of 12 months.

12. Hours of Duty

- (1) All officers employed full-time under this award, occupying a Grade 2, 3 or 4 position, other than officers who occupy a position as Grade 2, Inspector (Environment), will be required to work 35 hours between Monday and Sunday of any week, unless otherwise directed, or required to work additional hours in accordance with clause 14, Overtime, On Call and Call Out Arrangements. These provisions also apply to the grades and classifications of officers described in subclause (2) who act in a higher graded position or classification.

- (2) All officers employed full-time under this award who occupy a Grade 1 position, or; a Grade 2 position, classified as Inspector (Environment), will be required to work 35 hours during the Department's normal business hours, Monday to Friday. Officers, with the approval of the Director, may work either standard hours or under the flexible working hours agreement applicable to the Department.
- (3) The Department Head may permit any officer employed under the provisions of subclause (1) of clause 6, Scope of Employment, who enters into a permanent part-time work agreement with the Department to vary the hours of work on any day, alter the days or number of days during a week, in which the officer previously carried out full-time work or was normally on duty, and alter any other work arrangement pursuant to clause 13, Mine Backshift Inspections, and/or subclauses (1) or (4) of clause 14, Overtime, On Call and Call Out Arrangements.

13. Mine Backshift Inspections

- (1)
 - (a) All officers whose hours of duty are prescribed in accordance with subclause (1) of clause 12, Hours of Duty, who are required to carry out an inspection of a mine, may be required to conduct 25 per cent of their total number of inspections in a calendar year, during the operation of a backshift at a mine, on any day a mine backshift is operating.
 - (b) All officers whose hours of duty are prescribed in accordance with subclause (2) of the said clause 12 may be directed, or rostered, to carry out an inspection of a mine during the operation of a mine backshift.
- (2) An officer whose hours of duty are prescribed in subclause (1) of clause 12, who carries out inspections of a mine during the operation of a mine backshift at any time outside the Department's normal business hours, will not be required to be on duty, either at a mine or at the officer's headquarters, after completing seven hours of duty on any day between 12.00 midnight Sunday and 12 midnight Friday, inclusive, unless otherwise directed by a senior officer or other person, or they are otherwise required to meet a provision of the *Coal Mine Health and Safety Act 2002* or the *Mine Health and Safety Act 2004*.
 - (a) The time required for the officer to carry out an inspection of a mine during the operation of a mine backshift on any Saturday, Sunday or public holiday will count as part of the officer's hours of duty performed in accordance with subclause (1) of clause 12.
 - (b) All time during which an officer is directed to carry out inspections at a mine during a backshift, in accordance with paragraphs (a) and (b) of subclause (1) of this clause, in excess of the 25 per cent of the officer's total number of inspections occurring in any calendar year, will be calculated in accordance with paragraph (ii) of subclause (2) of clause 14, Overtime, On Call and Call Out Arrangements.

14. Overtime, on Call and Call Out Arrangements

- (1) All officers who occupy, or temporarily act in, Grades 2, 3 and 4 positions, other than Grade 2 Inspector (Environment), who are required to carry out inspections or investigations at mines, are required to be available to be contacted outside the Department's normal business hours to ensure that the provisions of the *Coal Mine Health and Safety Act 2002* or the *Mine Health and Safety Act 2004* are met, unless unavailable due to any form of approved leave, approved Departmental activity or agreed permanent part-time work arrangement.
- (2) An officer, as described in subclause (1) of this clause, who is either directed or required by a senior officer of the Department, or requested by another person, to inspect mines, carry out investigations at mines or deal with any matter pursuant to the *Coal Mine Health and Safety Act 2002* or the *Mine Health and Safety Act 2004* other than in accordance with clause 13, Mine Backshift Inspections, will be compensated with time off in lieu provisions in accordance with subclause (3) of this clause for overtime where the officer is directed or required to work on a Saturday, Sunday, public holiday or outside the Department's normal business hours.

Overtime will be calculated from the time the officer leaves their normal place of residence, any other place where the officer has finished work on a normal working day, or place where the officer is contacted outside the Department's normal business hours, and will be calculated to the nearest quarter hour; and

- (a) overtime for an officer in accordance with the said subclause (1) will finish at the time the officer returns to their normal place of residence, or other place where the officer commenced work, outside the Department's normal business hours; or
 - (b) all time during which an officer is directed to work in excess of ten hours on a normal working day, or in excess of 35 hours in a normal working week shall be calculated as overtime.
- (3) An officer may accumulate time in lieu entitlements worked in accordance with this clause and exhaust time in lieu entitlements separately or, with any period of recreation or extended leave subject to Department approval. An officer shall make every reasonable effort to exhaust accumulated leave in lieu entitlements progressively. Officers may also be directed to exhaust any accumulated entitlement at a time that is convenient to the Department.

The Department will require an officer to exhaust any outstanding leave in lieu entitlement following notice of resignation or retirement, and prior to the resignation or retirement of the officer.

- (4) The Department Head may remunerate any officer whose overtime arrangements are prescribed in subclause (2) of this clause for all, or part of, overtime worked in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced if it is mutually agreed between the officer and the Department Head. For all other purposes, other than the provisions stated in subclauses (2) and (3) of this clause, the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced will continue to apply to officers described in subclause (1) of this clause.
- (5) All officers whose hours of duty are prescribed in subclause (2) of clause 12 who are either required or directed or rostered to carry out an inspection of a mine during the operation of a mine backshift, or otherwise directed to work overtime, shall be subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 for all overtime worked, to meet the test case standards in regard to reasonable hours. All officers who elect to be compensated by time in lieu may accumulate and exhaust entitlements in accordance with subclause (3) of this clause.

15. Grading and Evaluation of Positions

Positions will be graded and evaluated according to an appropriate accredited job evaluation methodology or any other system agreed between the parties during the term of this award.

16. Department Induction Seminars

The Department will give the Association a minimum of two weeks written notice of proposed induction seminars for new officers.

The Department will allocate an agreed period of time during induction seminars for a member of the Association's Departmental Committee, or an officer of the Association, to address officers on the Association's role as an industrial organisation of employees and distribute Association membership forms and publications relating to membership benefits and services.

17. Grievance and Dispute Settling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (2) An officer 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.

- (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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (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.
- (5) If the matter remains unresolved with the immediate manager, the officer 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 officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (6) The Department Head may refer the matter to the Director General for consideration.
- (7) If the matter remains unresolved, the Department Head shall provide a written response to the officer 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.
- (8) An officer, at any stage, may request to be represented by the Association.
- (9) The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The officer, Association, Department and Director General shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

18. 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 and 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 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."

19. Area, Incidence and Duration

- (1) This Award shall apply to all the classifications as defined herein.
- (2) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, *Public Sector Employment and Management Regulation 2009*, *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award*; or any awards replacing these awards.
- (3) 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 the New South Wales on 28 April 1999 (310 I.G 359) take effect on 4 April 2002.
- Changes made to this award subsequent to it first being published on 26 October 2007 (364 I.G. 108) have been incorporated into this award as part of the review.
- (4) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below, shall apply on the first pay period on or after 1 July 2011, in accordance with the provisions of the *Crown Employees (Public Sector - Salaries 2008) Award* be paid to officers appointed to the positions specified.

Classification		Common Salary Point	Column A Per year \$
Inspector Grade 1 - Mine Safety Officer, Inspector (Information and Analysis), Inspector (Mining), Inspector (Environment)	Level 1	50	55,509
	Level 2	57	59,121
	Level 3	63	62,814
	Level 4	69	66,610
	Level 5	75	70,480
	Level 6	80	74,080
	Level 7	92	83,255
	Level 8	102	92,178
	Level 9	112	101,594

Inspector Grade 2 Inspector (Review, Enforcement and Systems), Mine Safety Officer, Inspector (Mining) , Inspector (Environment)	Level 1	-	115,669
	Level 2	-	119,556
	Level 3	-	123,359
	Level 4	-	126,462
	Level 5	-	130,670
	Level 6	-	133,884
Inspector Grade 3 - Inspector (Management and/or Systems), Inspector (Mining), Inspector (Environment)	Level 1	-	147,583
	Level 2	-	153,050
	Level 3	-	159,022
	Level 4	-	164,913
	Level 5	-	170,805
Inspector Grade 4 - Regional Manager Grade 4, Deputy Chief Inspector Grade 4	Level 1	-	173,117
	Level 2	-	179,533

SCHEDULE 1

APPROPRIATE QUALIFICATIONS

The following qualifications apply for the purpose of employment of officers under this award, unless otherwise varied, in accordance with clause 10, Review of Qualifications and Competencies, or by legislation enacted by the New South Wales Parliament:

- (1) the qualifications for inspector prescribed in s. 146, *Coal Mine Health and Safety Act 2002*, or s. 128 *Mine Health and Safety Act 2004*; or
- (2) an appropriate degree, diploma or associate diploma which is relevant to the Mining Act 1992, granted by a recognised university or other tertiary institution.

SCHEDULE 2

STATUTORY REQUIREMENTS, TERTIARY QUALIFICATIONS AND COMPETENCY-BASED TRAINING PROGRAMME

- (a) Statutory Requirements - As determined by the Coal Mine Health and Safety Act 2002 and the Mine Health and Safety Act 2004, listed in Schedule 1, or in accordance with further relevant legislation as enacted by the NSW Parliament as a requirement for appointment or progression of an officer in accordance with clause 7, Appointment of Officers, subclause (1) of clause 8, Progression of Officers, or may be otherwise recognised for progression in accordance with subclause (3) of the said clause 8.
- (b) Tertiary Qualifications - Qualifications obtained at a university or tertiary institution listed in Schedule 1, or which is otherwise recognised for progression purposes in accordance with subclause (3) of clause 8.
- (c) Competency-based Training Programme - Competency Units and Elements - The Department's training programme is designed for officers to progressively acquire competencies during their progression within a Grade with the aim to make each officer competent to progressively perform the full range of duties and responsibilities relevant to their Grade and be competent and eligible for promotion to a higher Grade, subject to subclause (1) of clause 8.

The competency-based training programme for each Grade and Level within a Grade is based on the competency units and elements in this subclause, and has been developed in accordance with clause 9, Mine Safety and Environment Committee. An officer's competency-based training programme for a year shall be included in their annual Performance Management Workplan. The officer must be capable of demonstrating that they can effectively use all the competencies relevant to their Grade by the time

the officer has completed 12 months' service at the last Level of each Grade. All competencies described for each Grade in this subclause are relevant to the Grade.

The competency elements and units which constitute the competency-based training programme for each Grade of Mines Inspectors (M) and Environment Inspectors (E) covered by this award, are listed as follows:

- (i) Gathering and analysing information - Grades 1, 2, 3 and 4 (M and E) - Identify, gather and analyse relevant information and draw logical conclusions.

Competency elements:

build co-operative working relationships with industry;

identify actual and potential deficiencies in site occupational health and safety management/environmental degradation;

accurately collate data from field observations;

prepare clear and concise written reports, which include conclusions and recommendations.

- (ii) Enforcement - Grades 1, 2, 3 and 4 (M and E) - The competencies for this element are abilities to police and utilise the legislative and statutory provisions, when required, to explain to all persons employed at a mine the employer and employee responsibilities under these provisions, and to prosecute any employer, employee or other person at a mine whom the officer has reason to believe has committed an offence under the legislation and/or statutory provisions.

Competency elements:

detailed understanding of the Department and an officer's statutory requirements and responsibilities;

written and verbal communication skills to be able to communicate requirements and suggest solutions;

knowledge and skills to assist Department legal officers, or counsel, to prosecute a matter before a Court;

interpret legislation into "user friendly" language.

- (iii) Safety Management Systems Reviews - Grades 2, 3 and 4 (M) - Skills, knowledge and experience to conduct high level reviews of management systems for comprehensive mine safety systems. The term "review", in this instance, relates to audit, analysis, critique and correction.

Competency elements:

build and maintain co-operative working relationships with mining industry management at a senior level;

interpersonal and technical knowledge and skills to advise, guide and lead junior officers and employers and employees engaged in the mining industry;

effectively plan, anticipate and identify issues, opportunities, implications and solutions;

use personal initiative and knowledge, skills and experience to advise mine management and mine employees on implementing solutions;

can successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations for occupational health and safety, provide a clear and concise analysis of the findings and implement corrective strategies with mine management and employees;

successfully audit operational safety monitoring systems, provide a clear and concise analysis of the findings and implement corrective strategies;

identify, monitor and acknowledge sustained improvements in mine site safety and work practices.

- (iv) Audit and Assessment Training (Safety/Environment) - Grades 2, 3 and 4 (M and E) - Successful completion of an Audit and Assessment Course, approved by the Mine Safety and Environment Committee, conducted by an external body.

Competency elements:

satisfactory completion of a course with an emphasis on safety management systems.

- (v) Field Exercise - Grades 2 and 3 (M) - Completion of a safety management systems review, approved by the Mine Safety and Environment Committee, conducted at a mine site and assessed in accordance with Schedule 3.

Competency elements:

successfully review, assess and analyse an approved safety management system under implementation at a mine site and document corrective strategies.

- (vi) Integrated Management Systems Analysis - Grades 2, 3 and 4 (M and E) - Knowledge, experience and skill required to investigate, analyse, judge and redirect integrated management systems influencing or acted upon by industry and legislative external factors, which may include occupational health and safety considerations.

Competency elements:

work with industry management at a senior level;

use interpersonal and technical knowledge and skills to advise, guide and lead junior officers, mine management and employees;

effectively plan, anticipate and identify issues, opportunities, implications and solutions, use personal initiative and knowledge, skills and experience to implement solutions;

successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations covering environmental issues at mine sites, provide a clear and concise analysis of the findings and implement corrective strategies;

successfully audit operational environmental monitoring systems, provide a clear and concise analysis of the findings and assist mine management and employees to implement corrective strategies;

identify, monitor and acknowledge sustained improvements in environmental performance and mining practices;

knowledge of emergency safety procedures and operations in a mine.

- (vii) Understanding of Safety Management Systems - Grades 1 to 4 (E) - Demonstrated knowledge and understanding of the role of the Department's inspection and support services and the safety management system review process.

Competency element:

knowledge and understanding of mining occupational health and safety issues, how improvements are influenced and achieved by Inspectorate initiatives, and how occupational health and safety programmes relate to other Department programmes.

- (viii) Management Requirements Grades 3 and 4 (M and E) - An officer will be required to exhibit the knowledge, experience and skills required to successfully pursue the implementation of best practice by the mining industry in occupational health and safety, environmental protection and resource management.

Competency elements:

can take responsibility and be accountable for decisions;

successful promotion of the Department and enhance its credibility with stakeholders;

persuade others on major issues and encourage and manage debates with stakeholders.

effectively delegate responsibility, empower other officers and build co-operative working relationships;

experience and knowledge to actively contribute to the training and skills acquisition of junior officers, and professional development;

inspire team cohesion and maintain good morale and motivation of individual officers and teams;

communicate to junior officers and the industry the Department's direction and purpose, and the ability to sponsor and direct major initiatives;

maintain focus in reviewing progress of Department or industry initiatives;

develop, or adapt to and communicate on, changes of policy or new strategies, methods or initiatives which identify new solutions or contribute to continuous improvement in resolving mine occupational health and safety or environmental issues;

knowledge, experience and understanding of Department management practices and their application;

apply objective judgement in balancing potential industry gains with potential industry risks;

communication skills to liaise, communicate and negotiate with all stakeholders to achieve effective outcomes;

understanding and knowledge to apply Public Service procedures, protocols and requirements to junior officers and other stakeholders.

- (ix) Advanced Team Leadership Training (Grade 3 M and E) -

Competency element:

Officers will have attended and successfully completed an externally conducted Advanced Team Leadership Course, approved by the Mine Safety and Environment Committee.

- (x) Mine Safety Management Systems Abilities - Grade 2 (M) - Officers will have to demonstrate a high level of knowledge and understanding of the operation and function of the Department's inspection and support services and the safety management system review process, and further demonstrate knowledge and understanding in industrial safety management systems generally.

Competency elements:

high level of knowledge and understanding of mining occupational health and safety Issues, and how improvements can be either influenced or achieved by the Department's Inspectorate;

comprehensive knowledge and experience in industrial safety management systems;

attendance at a combination of internal and external training courses in relation to safety management systems.

- (xi) Major Project Capabilities - (Grade 3 M and E) - Skills required to design, implement, manage and successfully conclude a project which has significant impact on the mining industry, or the operations of the Department's Mine Safety and Environment Division.

Competency elements:

effectively design a complex project using technical skills and experience;

modify the project design to suit alternative suggestions without compromising the project;

accept full management responsibility for the project;

develop and maintain an efficient programme of work;

implement and maintain best practice occupational health and safety/environmental standards;

maintain probity and complete the project;

achieve project completion within set timeframe and budget parameters.

C.G. STAFF J

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)
REGULATORY OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 240 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Progression Criteria
6.	Hours of Work
7.	Allowances
8.	Penalty Payments for Shift Work and Weekend Work
9.	Overtime
10.	Relieving Duties at Stock Inspection Crossings
11.	Job Evaluation
12.	Grievance and Dispute Settling Procedures
13.	Anti-Discrimination
14.	Deduction of Union Membership Fees
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Regulatory Officers Award.

2. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "AQIS" refers to the Australian Quarantine Inspection Service.

- (iii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (v) "Department Head" means the Director General, Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "Director General" means the Director General, Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.
- (vii) "Job Evaluation" means an agreed methodology within the NSW Public Sector to grade positions under this Award.
- (viii) "Member of Staff" for the purposes of this Award, means a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under Part 2.4 of the Act, who are classified under this Award, and employed in either a part-time or full-time capacity, or a casual employee employed under Part 2.6 of the Act and who is classified under this Award.
- (ix) "Normal Work" as referred to in clause 12, Grievance and Dispute Settling Procedures, is defined as the duties and responsibilities to the statement of duties, or position description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (x) "Position" means a position as dealt with in Section 9 of the *Public Sector Employment and Management Act 2002*.
- (xi) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xii) "Regulation" means the Public Sector Employment and Management Regulation 2009.
- (xiii) "Regulatory Officer" means and includes all members of staff permanently, temporarily or casually employed under the provisions of the Act, who at or after the date this Award occupied a position of, and were classified as a Regulatory Officer under this Award.
- (xiv) "Regulatory Officer Grade 1" means a member of staff whose duties are of single or dual function/discipline in nature and the position is designated as such by job evaluation.
- (xv) "Regulatory Officer Grade 2" means a member of staff whose duties are of multi functional or multi disciplinary, and may include the supervision of more than one Grade 1 Regulatory Officer in a field operation and is a position designated as such by job evaluation.
- (xvi) "Regulatory Officer Grade 3" means a member of staff who has a multi functional or multi disciplinary roles including the preparation of legal briefs for prosecutions, and/or assistance with the supervision of a section of an operation and is a position designated as such by job evaluation.
- (xvii) "Regulatory Officer Grade 4" means a member of staff who performs the role of a Grade 4 Regulatory Officer whilst being designated as a functional or disciplinary specialist, or supervises a particular section of an operation and is a position designated as such by job evaluation.
- (xviii) "Regulatory Officer Grade 5" means a member of staff whose role includes management of teams or staff over a geographic area or operational unit and is a position designated as such by job evaluation.
- (xix) "Regulatory Officer Grade 6" means a member of staff whose responsibility is State or Program based and is a position designated as such by job evaluation.

- (xx) "Regulatory Officer Grade 7" single graded management or specialised position designated as such by job evaluation.
- (xxi) "Regulatory Officer Grade 8" single graded management or specialised position designated as such by job evaluation.
- (xxii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.
- (xxiii) "Service" means continuous service for salary purposes.

3. Salaries

The following rates of salary shall be paid to members of staff appointed to the positions specified:

- (A) Full-time - Salaries shall be as set out in Table 1 Rates of Pay, of Part B, Monetary Rates.

- (B) Part-time Hourly Rate Formula - for staff other than those involved in Stock Inspection:

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35} = \text{1 hour's pay}$$

- (C) Part-time Hourly Rate Formula - for staff involved in Stock Inspection:

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{38} = \text{1 hour's pay}$$

4. Saving of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

- (1) A Regulatory member of staff who has been in receipt of the 1st Year of Grade 3 for a minimum twelve months shall be eligible for progression to Grade 3, Year 2 subject to the successful completion of the following modules within the officer's discipline;

Agricultural Regulatory Officers' Training Program

Modules Required for Staff in the Health Regulation Program	Modules Required in the Cattle Tick Control Program
1. Organisation, structure, function and policy in the public service.	1. Organisation, structure, function and policy in the public service.
2. The general role of a Regulatory Officer.	2. The general role of a Regulatory Officer.
3. Office systems and practice.	3. Office systems and practice.
4. Communication and interpersonal skills.	4. Communication and interpersonal skills.
5. Client Services.	5. Client Services.
6. Occupational health and safety.	6. Occupational health and safety.
7. Legislation - Principles.	7. Legislation - Principles.
8. Legislation - Practices.	8. Legislation - Practices.
9. Compliance - Principles.	9. Compliance - Principles.
10. Compliance - Practices.	10. Compliance - Practices.
11. Chemical application.	11. Chemical application.
12. Quality assurance.	12. Quality assurance.
13. Livestock industries, husbandry and handling (sheep and cattle).	13. Livestock industries, husbandry and handling (sheep and cattle).

14. Endemic animal diseases and residues.	14. Endemic animal diseases and residues.
15. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance.	15. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance.
HR16. Apiary regulation.	CTC16. Cattle ticks, other tick species and their identification.
HR17. Introduction to the control of fruit fly.	CTC17. Cattle tick control and border surveillance.
HR18. Fresh fruit and vegetable inspection.	CTC18. Interstate health requirements.
HR19. Plant health certification and quarantine.	CTC19. Management training.
20. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance.	20. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance

6. Hours of Work

- (a) Regulatory Officers other than those involved in Stock Inspection -
 - (i) Members of staff, at departmental convenience, will work rostered or flexible hours of duty.
 - (ii) The ordinary working hours for Regulatory Officers, who are engaged on rostered hours will be 35 hours per week, 7 hours per day, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm. Rosters once set shall not be altered except with 7 days notice or by mutual agreement between the parties or in the event of an emergency.
 - (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
 - (iv) Members of staff can not be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
 - (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.
- (b) Regulatory Officers - Stock Inspection
 - (i) Except as provided in paragraph (ii) of this subclause the ordinary hours of work of a Regulatory Officer involved in Stock Inspection shall not exceed seventy-six hours per fortnight to be worked in each instance from Monday to Friday, inclusive.
 - (ii) The ordinary hours of a Regulatory Officer involved in Stock Inspection located at a crossing shall not exceed seventy-six hours per fortnight to be worked in not more than any ten days of the fortnightly period.

Provided that:

- (a) The number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, while working at a one, two or four-person crossing is to be determined in accordance with the following table:

(A)	(B)
No. of Hours Credited for Each 24 Hours At a One-Person Crossing	No. of Hours Credited for Each 24 Hours At a Two-Person Crossing
8 hours	16 hours

The hours to be credited for a Regulatory Officer involved in Stock Inspection working on a four-person crossing shall be on the basis of one hour's credit for one hour actually worked.

- (b) The balance of hours between time required to be spent at one and two-person crossings for each twenty-four hours and hours to be credited as actually worked in accordance with the above formula is stand-by time, and is compensated by the allowance prescribed in subclause (i) of clause 7, Allowances.
- (c) Where the number of ordinary hours required at a one or two-person crossing is less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this subclause.
- (d) Regulatory Officers - 38 hours per week - Animal Health Inspection
 - (i) Members of staff employed in the classification of Animal Health Inspection, at departmental convenience, will work rostered or flexible hours of duty.
 - (ii) The ordinary working hours for Regulatory Officers employed in the classification of Animal Health Inspection, who are engaged on rostered hours, will be 38 hours per week, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm.
 - (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
 - (iv) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
 - (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.

7. Allowances

- (i) Any Regulatory Officer involved in Stock Inspection who is rostered for duty over seven (7) days of the week and whose hours are prescribed by paragraph (ii) of subclause (b) of clause 6, Hours of Work, shall also be paid an allowance equivalent to 15 per cent of salary for all incidents associated with shift work, stand-by time, work carried out during stand-by time and weekend duty. That allowance is to be deemed as salary for all purposes except in respect of the following:
 - (a) Calculation of overtime rates in accordance with clause 9, Overtime; and
 - (b) Payment of an annual leave loading.
- (ii) A Regulatory Officer involved in stock inspection on a one-person crossing who is required to provide relief and whose hours of duty are as prescribed in paragraph 2 of subclause (b) of clause 6, Hours of Work, shall be paid a relief allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates. That allowance is for relief provided at the crossing whilst the officer is on patrol. The allowance in respect of a crossing shall be the amount per annum as set out in Item 2 of the said Table 2. That allowance relates to after hours telephone use by the officer and/or spouse.

These allowances will be adjusted in accordance with any variations applied commensurate with this Award.

- (iii) A Regulatory Officer who is required by the Department to provide forage and equipment to fulfil their duties shall be paid an allowance at the rates and conditions as determined by the Director General.
- (iv) A Regulatory Officer who is required to tow their own registered horse float on official business, whether by Departmental vehicle or by their private vehicle, shall be paid an allowance as determined by the Director General..

8. Penalty Payments for Shift Work and Weekend Work

In addition to the salary rates prescribed by this award, officers authorised by the Department to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:

- (i)
 - (a) On afternoon shift, commencing at or after 10am and before 1pm at the rate of 10 per cent extra.
 - (b) On afternoon shift, commencing at or after 1pm and before 4pm at the rate of 12½ per cent extra.
 - (c) On night shift, commencing at or after 4pm and before 4am at the rate of 15 per cent extra.
 - (d) Early morning shift, commencing at or after 4am and before 6am at the rate of 10 per cent extra.
- (ii)
 - (a) Between midnight Friday and midnight Saturday at the rate of half time extra.
 - (b) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra; provided that the weekend rates in this subclause shall be substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.
- (iii) Between midnight to the following midnight on a public holiday - at the rate of time and one-half extra in substitution for and not cumulative upon the shift premiums prescribed in subclauses (i) and (ii) of this clause.

9. Overtime

- (i) A staff member may be directed by the Department Head 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:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff members 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 overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or
 - (e) any other relevant matter.
- (ii) Except for Regulatory Officers who work a 38 hour week, overtime conditions for all other regulatory staff will be in accordance with the conditions laid down in the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced..

- (iii) When members of staff who are working part-time are required to work longer on any day than their usual part-time hours, payment shall be as follows:-
- (a) for the time in excess of the person's usual hours and up to the normal full time hours for the classification, payment shall be at the ordinary hourly rate plus a loading of 4/48ths in lieu of recreation leave.
 - (b) for the time worked beyond the full time starting and finishing times for the classification, payment shall be in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced..
- (iv) Except in respect of Regulatory officers involved in Stock Inspection, a Regulatory Officer shall be entitled to make a claim on the Department for non-directed out of hours work where it can be shown that the performance of this work was in accordance with the efficient and effective performance of official duties. Non-directed out of hours work can only be claimed on an hour for hour basis for work performed outside the officer's spread of ordinary hours (8.30 am - 4.30 pm Monday - Friday). A maximum of leave in lieu of 10 hours per month can be claimed for work performed by a Regulatory Officer at his/her office.
- (v) The following overtime conditions apply to Regulatory Officers who work a 38 hour week:
- Except for 0.4 of an hour for each day worked which contributes towards one paid rostered day off in each twenty working day cycle, any time directed to be worked by a Regulatory Officer involved in Stock Inspection.
- (a) In excess of seventy-six rostered hours per fortnight, Monday to Friday, or on Saturday shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter.
 - (b) In excess of 76 rostered hours per fortnight by a Regulatory Officer involved in Stock Inspection on a Sunday shall be overtime and paid for at the rate of double time.
 - (c) Where the excess of fortnightly hours is due to hours credited pursuant to clause 10, Relieving Duties at Stock Inspection Crossings, of this Award, in respect of relief of Regulatory Officers involved in Stock Inspection at a one, two or four-person crossing on a Saturday, Sunday or Public Holiday, hours so credited shall be paid for at ordinary rates.
 - (d) Except where the time is worked by arrangement with another officer and with the concurrence of the supervisor -
 - (i) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off, Monday to Saturday, inclusive, shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter;
 - (ii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Sunday shall be overtime and paid for at the rate of double time.
 - (iii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Public Holiday shall be overtime and paid for at the rate of double time and a half.
 - (e) Except as provided in paragraph (d) of this subclause, any time directed to be worked by a Regulatory Officer involved in stock inspection on a public holiday in excess of the officers rostered seventy-six hours per fortnight, shall be overtime and paid for at the rate of double time and a half.
 - (f) Except as provided for in subclause (a) of clause 10, Relieving Duties At Stock Inspection Crossings, of this Award, an officer may elect to be granted time off rather than claim payment

for overtime directed to be worked. Leave in lieu of payment shall be taken at the convenience of the Department and is to be taken within three months of the date of the election in accordance with the following:

- (a) One days leave in lieu of time worked for three or more hours;
- (b) Half a days leave in lieu of time worked up to three hours.
- (g) An officer who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three hours' work at the appropriate rate prescribed by this Award.
- (h) An officer who works so much overtime -

between the termination of his/her ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the officer has not had at least eight consecutive hours off duty between these times, shall, subject to this subclause, be released after completion of such overtime until the officer has had eight hours off duty without loss of pay for ordinary working time occurring during such absence and be credited for such time.

Provided that if, on the instructions of the supervisor, such an officer resumes or continues, to work without having had eight (8) consecutive hours off duty, the officer shall be paid at overtime rates until released from duty for such period and shall then be entitled to be absent until the officer has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Relieving Duties at Stock Inspection Crossings

Where a Regulatory Officer involved in Stock Inspection, not in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, is required to relieve another Regulatory Officer on a one, two, or four-person crossing, the periods of relieving duty performed by him/her shall be credited as part of the ordinary hours worked by him/her or in accordance with the following:

(A)	(B)	(C)	(D)
Period of Duty	No. of Hours Credited for each 24 Hour Shift at One-person Crossing	No. of Hours Credited for Each 24 Hour Shift at Two- person Crossing	No. of Hours Credited for each 8-Hour Shift on a Four- person Crossing
Each 24 Hour Day	8	16	8
from Midnight Sunday to Midnight Friday			
Saturday (24 Hours)	15	30	Overtime as per Clause 10
Sunday (24 Hours)	16	32	Overtime as per Clause 10
Public Holidays (24 Hours)	20	40	Overtime as per Clause 10

Where the period of relief is respectively less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this clause.

Provided that, except in respect of overtime payments, and where a Regulatory Officer involved in stock inspection whose hours of duty are as prescribed in paragraph (i) of subclause (b) of clause 6, Hours of Work, and who is required to relieve another Regulatory Officer involved in stock inspection at a one or two-person crossing for a minimum period of eight hours, shall be credited with a minimum of eight hours duty for that shift.

Provided that -

- (a) Where a Regulatory Officer involved in Stock Inspection is required to relieve on Saturday, Sunday or Public Holiday, the officer may elect to take time in lieu for all or part of the time credited as part of the ordinary hours worked on an hour-for-hour basis, up to a maximum of eight hours.
- (b) A Regulatory Officer involved in Stock Inspection who is required to relieve a Regulatory Officer as per this paragraph and who is not in receipt of the entitlements prescribed by subclause (i) of clause 7, Allowances and clause 87.7 and 87.8, Shift Work of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced shall be paid the monetary equivalent of a proportionate amount of the allowance and leave respectively specified in subclause (i) of clause 7 and subclause 88(g) or 88(h), calculated on the hours worked.

11. Job Evaluation

- (i) Positions classified as Regulatory Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Director General and Association.
- (ii) The grading of Regulatory Officers positions shall be carried out in consultation between the Department and the Association using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a position is significantly changed, or a new position is created;
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy;
 - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:

- (A) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;
- (B) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under paragraph (A) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

12. Grievance and Dispute Settling Procedures

- (i) 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.
- (ii) A member of staff 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.
- (iii) 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 member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

- (iv) 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.
- (v) If the matter remains unresolved with the immediate manager, the member of staff 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 member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Director General for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff 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.
- (viii) A member of staff, at any stage, may request to be represented by the Association.
- (ix) The member of staff or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association, Department and Director General shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

13. 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 of the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, 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 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 this 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".

14. Deduction of Union Membership Fees

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

15. Area, Incidence and Duration

The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.

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) take effect on and from 4 April 2012.

Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 316) have been incorporated into this award as part of the review.

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

PART B**MONETARY RATES****Table 1 - Rates of Pay****Effective from the beginning of the first pay period to commence on or after 1.07.2011**

The rates of salary shall be paid to members of staff appointed to the positions specified.

(A) Full Time

Regulatory Officer		Annual Salary \$	SP
Grade 1	Year 1	45,896	29
	Year 2	47,490	33
	Year 3	49,282	37
Grade 2	Year 1	51,590	42
	Year 2	55,509	50
	Year 3	58,604	56
Grade 3	Year 1	62,085	62
	Year 2	67,267	70
	Year 3	69,777	74
Grade 4	Year 1	72,702	78
	Year 2	74,745	81
Grade 5	Year 1	77,767	85
	Year 2	80,096	88
Grade 6	Year 1	85,928	95
	Year 2	88,660	98
Grade 7	Year 1	90,426	100
	Year 2	93,026	103
Grade 8	Year 1	96,742	107
	Year 2	99,640	110
	Year 3	102,572	113

(B) Part-Time Hourly Rate Formulae - for staff other than those involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35} = \text{1 hours pay}$$

(C) Part-Time Hourly Rate Formulae - for Staff involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{38} = \text{1 hours pay}$$

Table 2 - Other Rates and Allowances

Effective from the beginning of the first pay period to commence on or after 1.07.2011.

Item No.	Clause No.	Brief Description	Amount per annum \$
1	7 (ii)	One person crossing relief allowance	4,921
2	7 (ii)	One person crossing telephone allowance	2,431

C.G. STAFF *J*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)
TECHNICAL STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 241 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

Clause No. Subject Matter

PART A

1. Title
2. Definitions
3. Salaries
4. Saving of Rights
5. Progression Criteria
6. Transitional Arrangements
7. Allowances
8. Hours of Work
9. Job Evaluation
10. Grievance and Dispute Settling Procedures
11. Appeals Mechanism
12. Anti-Discrimination
13. Deduction of Union Membership Fees
14. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Technical Staff Award.

2. Definitions

- (i) "Act" means Public Sector Employment and Management Act 2002.
- (ii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.

- (iii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (v) "Department Head" means the Director General of the NSW Department of Trade and Investment, Regional Infrastructure and Services as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "Regulation" means the Public Sector Management Regulation 2009
- (vii) "Director General" means the Director General, Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.
- (viii) "Service" means continuous service for salary purposes.
- (ix) "Job Evaluation" means a methodology agreed to between the parties to grade Technical Staff under this Award.
- (x) "Member of staff" for the purposes of this Award, means a person employed as an officer on probation or officers, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under S. 27 of the Act, who are classified under this Award, and employed in either a casual, part-time or full-time capacity.
- (xi) "Position" means a position as dealt with in Section 9 of the *Public Sector Employment and Management Act 2002*.
- (xii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xiii) "Normal Work" as defined in clause 10, Grievance and Dispute Settling Procedures, is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (xiv) "Technical Assistant" means an officer or employee who holds the New South Wales School Certificate or its equivalent that is required for employment in any of the positions covered by the provisions of this Award. VET Certificate II in any qualification is considered equivalent to the NSW School Certificate.
- (xv) "Technical Co-ordinator" means an officer or employee whose experience and expertise allows them to accept responsibility for the supervision and co-ordination of technical activities in a technical section or work unit and is appointed to a position designated as such.
- (xvi) "Technical Manager" means an officer or employee who is appointed to a position designated as such.
- (xvii) "Technical Officer" means an officer or employee who holds:
 - (a) completion of a Biological Technicians Certificate, Chemistry Certificate Course, or the Pathology Technician Certificate Course from TAFE, or a relevant VET Diploma (equivalent AQF Level V) or other qualification deemed by the Department to be equivalent; or
 - (b) a trade qualification plus 5 years relevant post trade experience that is required for employment in any of the positions covered by the provisions of this Award; or,
 - (c) a Library Technician Certificate from TAFE or other qualification deemed by the Department to be equivalent; or
 - (d) successfully completed two-thirds of the required credit points necessary for the award of a relevant degree; or

(e) a relevant AQF Certificate IV or equivalent plus 5 years relevant post qualification experience.

(xviii) "Technical Staff" means all members of staff employed to provide technical contributions to the achievement of the Department's corporate goals.

3. Salaries

Subject to the provisions of the Act and the Regulations thereunder, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff appointed to the positions specified.

4. Saving of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

- (i) A Technical Assistant who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (ii) A Technical Officer, who has been in receipt of the maximum salary prescribed for their grade for 12 months, shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (iii) Technical Manager positions shall be included at substantive levels, Grade 3, Grade 4 and Grade 5, with promotion into such positions being by appointment subject to the occurrence of a vacancy.

6. Transitional Arrangements

The Transitional Arrangements in the former Crown Employees (Technical Staff - NSW Agriculture) Award published 17 May 2002 (333 I.G. 534) no longer have current effect, the period for transition of staff to classifications in this award having expired.

7. Allowances

- (i) A member of staff who is appointed as a Technical Co-ordinator will be paid an allowance as set out in Item 1 of Table 2 - Allowances of Part B Monetary Rates from the date of their appointment. The allowance will be part of the member of staff's salary for all purposes and will be adjusted in accordance with any variations applied commensurate with this Award. The allowance will also be superable.
- (ii) Members of staff will be appointed to the role of Technical Co-ordinator for periods of up to two years with future appointees to be determined by merit selection through internal advertisement within the Department.

8. Hours of Work

- (i) Both full-time and part-time members of staff, subject to Departmental convenience, will work a flexible working hours arrangement in accordance with the NSW Department of Primary Industries Flexible Working Hours Agreement which is a co-lateral arrangement under clause 10, Local Arrangement of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (ii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.

9. Job Evaluation

Positions classified as Technical Staff shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, the Director General and Association and as outlined in the "Job Analysis, Job Evaluation, Classification and Grading Policies and Procedures Manual".

10. Grievance and Dispute Settling Procedures

- (i) 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.
- (ii) A member of staff 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.
- (iii) 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 member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) 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.
- (v) If the matter remains unresolved with the immediate manager, the member of staff 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 member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Director General for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff 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.
- (viii) A member of staff, at any stage, may request to be represented by the Association.
- (ix) The member of staff or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association, Department and Director General shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

11. Appeals Mechanism

- (i) A member of staff of the Department shall have the right to appeal any decision made by the Department in relation to their performance assessment review or in relation to promotion on merit from one grade to another where this is available under the provisions of this Award.

- (ii) Members of staff shall submit a written submission outlining their case to the Director, Industrial Relations within 28 days of the decision being appealed.
- (iii) The Director, Industrial Relations shall constitute an appeals committee made up of one Management representative, an Association representative and one peer that is acceptable to both Management and the Association.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Department Head or nominee for approval.
- (v) The decision of the Department Head or nominee shall be forwarded to the officer concerned within 7 working days of the appeal being heard.
- (vi) This appeal mechanism shall not cover matters that are dealt with by the NSW Industrial Relations Commission.

12. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
 - (c) "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."

13. Deduction of Union Membership Fees

- (i) The Association shall provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

- (ii) The Association shall advise the employer 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.
- (iii) Subject to (i) and (ii) above, the employer shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay 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.
- (v) Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

14. Area, Incidence and Duration

- (i) The Award shall apply to each member of staff described as a Technical Staff employee in clause 2, Definitions, in the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (ii) The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.
- (iii) The changes made to this Award pursuant to the Award Review under Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 April 2012.

Changes made to this award subsequent to it first being published on 14 March 2008 (365 I.G. 81) have been incorporated into this award as part of the review.

- (iv) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the beginning of the first pay period to commence on or after 1 July 2011.

Table 1 - Salaries

(A) Full-time rates

Technical Assistant

Junior	Per annum \$	CSP
Under 17	22,344	n/a
Age 17	26,812	n/a

Age 18	31,283	n/a
Age 19	35,753	n/a
Age 20	40,220	n/a
Grade 1		
1st Year	44,688	26
2nd Year	45,896	29
3rd Year and thereafter	47,490	33
Grade 2		
1st Year	48,816	36
2nd Year and thereafter	50,205	39
Grade 3		
1st Year	52,102	43
2nd Year and thereafter	53,407	46

Technical Officer

Grade 1	Per annum \$	CSP
1st Year	53,407	46
2nd Year	55,509	50
3rd Year	56,993	53
4th Year and thereafter	58,604	56
Grade 2		
1st Year	63,425	64
2nd Year	65,376	67
3rd Year	67,267	70
4th Year and thereafter	71,256	76
Grade 3		
1st Year	74,745	81
2nd Year	76,961	84
3rd Year	79,306	87
4th Year and thereafter	82,491	91
Grade 4		
1st Year	85,928	95
2nd Year	88,660	98
3rd Year	90,426	100
4th Year and thereafter	93,026	103
Grade 5		
1st Year	96,742	107
2nd Year	99,640	110
3rd Year and thereafter	102,572	113

(B) Part-Time Hourly Rate Formula

$$\frac{\text{Annual Salary}}{52.17857143 \times 35} \times 1 \text{ hours pay}$$

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7 (i)	Technical Co-ordinator Allowance	2,399 pa

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 97 of 2012)

Before The Honourable Mr Justice Staff

20 June 2012

REVIEWED AWARD

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Clause No. Subject Matter

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MONETARY RATES

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2. Title

This award shall be known as the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.

3. Definitions

- 3.1 Act means the *NSW Police Act 1990*.
- 3.2 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.
- 3.3 Administrative Officer means a person employed as an Administrative Officer under the *NSW Police Act 1990*.
- 3.4 Agreement means an agreement referred to in section 87 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.5 Approved Course means a course relevant to the employment of the staff member in NSW Police Force or the Public Service approved by the Commissioner.
- 3.6 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.7 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.
- 3.8 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.9 Birth means the birth of a child and includes stillbirth.
- 3.10 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.11 Commissioner means the Commissioner of the NSW Police Force.
- 3.12 Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.13 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.14 Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.15 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.00 a.m. and 7.00 p.m. or as negotiated under a local arrangement.
- 3.16 Director - General means the position of Director - General of the Department of Premier and Cabinet established under Chapter 6 of the Public Sector Employment and Management Act 2002.
- 3.17 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.
- 3.18 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Part 6 of the Police Regulation 2008, as amended from time to time.

- 3.19 Flexible Working Hours Agreement means the agreement outlined in clause 23, Flexible Working Hours of this award, applicable to staff members other than a shift worker.
- 3.20 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.21 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.22 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director General of the Department of Premier and Cabinet, Unions NSW and affiliated unions which enables staff members to rearrange their work pattern.
- 3.23 Flex leave means a period of leave available to be taken by a staff member working under the Flexible Working Hours Agreement outlined in clause 23 of this award.
- 3.24 Full day means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.
- 3.25 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.26 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.27 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.28 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.29 Half day means half the standard contract hours for the day.
- 3.30 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.31 Industrial action means industrial action as defined in the Industrial Relations Act 1996.
- 3.32 Local Arrangement means an agreement reached at the organisational level between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 3.33 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.
- 3.34 NSW Police Force means the NSW Police Force as established by the Act.
- 3.35 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 12, Local Arrangements - the hours of duty the Commissioner requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.36 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures of this award, 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.
- 3.37 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.38 On duty means the time required to be worked for the NSW Police Force. For the purposes of clause 54, Trade Union Activities Regarded as on Duty of this award, on duty means the time off with pay given by the NSW Police Force to the accredited 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.
- 3.39 On loan means an arrangement between the NSW Police Force and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the NSW Police Force for the staff member's salary and associated on-costs.
- 3.40 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.41 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 1 - Rates of Part B, Monetary Rates of this award.
- 3.42 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Commissioner, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.
- 3.43 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 arrangement.
- 3.44 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.45 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.46 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.47 Prescribed ceasing time means, for a staff member working standard hours or rostered shifts the conclusion of daily standard hours or rostered shift for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.48 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours or rostered shift of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.49 Public holiday means a day proclaimed under the Banks and Bank Holidays Act 1912, as a bank or a public holiday. This definition 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.
- 3.50 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

- 3.51 Regulation means the Police Regulation 2008.
- 3.52 Relief staff means staff 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.
- 3.53 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.54 Rostered Day Off means, for the purposes of clause 24, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.55 Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the NSW Police Force and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.
- 3.56 Secondment means an arrangement agreed to by the Commissioner, the staff member and another 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 secondment. Secondments under sections 95 and 95A of the Police Act will comply with the provisions of Part 3.2 Staff Mobility of the *Public Sector Employment and Management Act 2002*.
- 3.57 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Commissioner.
- 3.58 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.59 Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.60 Staff member means an officer or temporary employee as defined in the Act and unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 76, Parental Leave of this award, staff member means a female staff member.
- 3.61 Standard hours are set and regular hours of operation as determined by the Commissioner in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.62 Standby means an instruction given by the Commissioner to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.63 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Commissioner, if the activities to be undertaken are considered to be of relevance or value to the NSW Police Force and/or the public service.
- 3.64 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 which is of relevance to NSW Police Force and/or the public service, as defined in the *Public Sector Employment and Management Act 2002*.
- 3.65 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 Commissioner to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.66 Temporary Employee means a person employed as a Temporary Employee under the Act to carry out work for a specified period.

- 3.67 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from their usual place of work.
- 3.68 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 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.
- 3.70 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 staff members placed on loan to the Association for an agreed period of time.
- 3.71 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.72 Workplace Management means the Commissioner or any other person authorised by the Commissioner 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.
- 3.73 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

4. Parties to the Award

The parties to this award are:

The Commissioner of the NSW Police Force, and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Commissioner and the Association.

6. Coverage

The provisions of this award shall apply to Administrative Officers and Temporary Employees (as specified in the award) as defined in the Act.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in the NSW Police Force, to encourage the consultative processes to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of NSW Police Force work requirements, are not forfeited.

8. Work Environment

- 8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces within the NSW Police Force by:
- 8.1.1 the development of policies and guidelines for the NSW Police Force and, as and when appropriate on Work Health, Safety and Rehabilitation;
- 8.1.2 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 within NSW Police Force 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 the NSW Police Force to achieve these objectives;
- 8.1.3 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
- 8.1.4 developing strategies to assist the rehabilitation of injured staff members;
- 8.1.5 directly involving the Commissioner in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Police Force is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 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*. Management and staff of the NSW Police Force are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 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 NSW Police Force, if required.
- 9.2 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.
- 9.3 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 Commissioner or delegate.
- 9.4 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.
- 9.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- 9.6 The Commissioner may refer the matter to the Director - General for consideration.
- 9.7 If the matter remains unresolved, the 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.
- 9.8 A staff member, at any stage, may request to be represented by the Association.
- 9.9 The staff member or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 9.10 The staff member, Association, and the NSW Police Force shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

SECTION 2 - SALARIES

10. Salaries

- 10.1 The salaries under this award are payable to staff members appointed to or performing the duties of any of the positions or classifications listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 10.2 The salaries payable are prescribed in Table 1 - Rates of Pay.
- 10.3 The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or any replacement award.
- 10.4 The salaries prescribed reflect an increase of:
- 10.4.1 4% to salaries in Part B of this award, which are payable with effect from the first pay period to commence on or after 1 July 2008; and
 - 10.4.2 a further 4% to salaries paid under paragraph 10.4.1 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2009;
 - 10.4.3 a further 4% to salaries paid under paragraph 10.4.2 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2010;
 - 10.4.4 a further 2.5% to salaries paid under paragraph 10.4.3 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2011.
- 10.5 The salary increases referred to in subclause 10.4 of this clause, in so far as they apply from the first full pay period on or after 1 July 2011, shall only be paid to those staff members who are employed as at the date of variation of the Crown Employees (Public Sector - Salaries 2008) Award.
- 10.6 The following allowances are subject to adjustment in line with the salary increases:
- Community Language Allowance
 - First Aid Allowance
 - Flying Allowance
 - On-Call Allowance
 - Shift Allowances
- 10.7 In addition to the allowances listed in subclause 10.6 of this clause, any other allowance applying to classifications in Table 1 which is normally moved in accordance with salary increases is to be adjusted in line with the salary increases.

11. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 11.1 For the purposes of this clause "salary" means the salary or rate of pay prescribed for the staff member's classification by clause 10, Salaries, and Part B, to this award.
- 11.2 By mutual agreement with the Commissioner, a staff member may elect to package part or all of their salary in order to obtain:
- 11.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
- 11.2.2 a salary equal to the difference between the salary prescribed for the staff member by clause 10, Salaries, and Part B to this award, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 11.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclauses 11.10 to 11.14 of this clause, may be up to one hundred (100) percent of the staff member's salary.
- 11.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payments, judgment debtor/garnishee orders, union fees, and health fund premiums.
- 11.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 11.5 The agreement shall be known as the Salary Packaging Agreement.
- 11.6 Except in accordance with subclauses 11.10 to 11.14 of this clause, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the staff member and the Commissioner at the time of signing the Salary Packaging Agreement.
- 11.7 Where the staff member has elected to package part or all of their salary:
- 11.7.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 11.7.2 any allowance, penalty rate, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to the staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member under clause 10, Salaries, or Part B of this award in the absence of any Salary Packaging Agreement made under this award.
- 11.8 The Commissioner 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 the date of such variation.
- 11.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the staff member may elect to terminate the Salary Packaging Agreement immediately.
- 11.10 A staff member may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- 11.11 Where the staff member makes such an election, the staff member may elect to have the amount of salary sacrificed:

- 11.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - 11.11.2 subject to NSW Police Force agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 11.12 Where the staff member makes an election in terms of subclause 11.10 of this clause, the NSW Police Force shall pay the amount of salary, the subject of election, to the relevant superannuation fund.
- 11.13 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where the staff member is a member of a superannuation scheme established under the:
- 11.13.1 *Police Regulation (Superannuation) Act 1906*;
 - 11.13.2 *Superannuation Act 1916*;
 - 11.13.3 *State Authorities Superannuation Act 1987*;
 - 11.13.4 *State Authorities Non-contributory Superannuation Act 1987*; or
 - 11.13.5 *First State Superannuation Act 1992*,

The NSW Police Force must ensure that the amount of any additional employer superannuation contributions specified in subclause 11.10 of this clause is included in the staff member's superable salary which is notified to the SAS Trustee Corporations.

- 11.14 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where, prior to electing to sacrifice a part or all of their salary to superannuation, a staff member had entered into an agreement with the NSW Police Force to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 11.13 of this clause, the NSW Police Force will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 3 - ATTENDANCE/HOURS OF WORK

12. Local Arrangements

- 12.1 Local arrangements may be negotiated between the Commissioner and the Association in respect of the whole of the NSW Police Force or part of the NSW Police Force in relation to any matter contained in the award.
- 12.2 All local arrangements negotiated between the Commissioner and the Association must:
- 12.2.1 be approved in writing by the Commissioner, and
 - 12.2.2 be approved in writing by the General Secretary of the Association, and
 - 12.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument, and
 - 12.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 12.3 Subject to the provisions of subclause 12.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Commissioner and the Association in respect of the provisions contained in clause 26, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be

practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 23, Flexible Working Hours of this award shall apply.

- 12.4 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 12.5 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

13. Working Hours

- 13.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the Commissioner in accordance with any direction of the Director - General. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- 13.2 The staff member in charge of a Command/division or branch of the NSW Police Force will be responsible to the Commissioner for the proper observance of hours of work and for the proper recording of such attendance.
- 13.3 The Commissioner may require a staff member to perform duty beyond the hours determined under subclause 13.1 of 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:
- 13.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 13.3.2 any risk to staff member's health and safety
 - 13.3.3 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,
 - 13.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - 13.3.5 any other relevant matter.
- 13.4 The application of hours of work is subject to the provisions of this clause.
- 13.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 13.6 The Commissioner shall ensure that all staff members employed in the NSW Police Force are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

14. Part-Time Employment

- 14.1 General
- 14.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.

- 14.1.2 Part-time work may be undertaken with the agreement of the Commissioner. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
- 14.1.3 A part-time staff member is to work contract hours less than full-time hours.
- 14.1.4 Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- 14.1.5 Before commencing part-time work, the Commissioner and the staff member must agree upon:
- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
 - (c) the classification applying to the work to be performed;
- 14.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- 14.1.7 Incremental progression for part-time staff members is the same as for full-time staff members, that is, part-time staff members receive an increment annually.
- 14.2 Additional hours
- 14.2.1 The NSW Police Force may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
 - (b) if working under a Flexible Working Hours scheme under clause 23 of this award, or a Local Agreement made in accordance with clause 12 of this award, have the time worked credited as flex time.
- 14.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 97, Rate of Payment for Overtime of this award.

15. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

16. Meal Breaks

- 16.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-
- 16.1.2 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

- 16.1.3 where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Commissioner and the Association to provide for payment of a penalty.

17. Lactation Breaks

- 17.1 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.
- 17.2 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..
- 17.3 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.
- 17.4 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.
- 17.5 The Commissioner shall provide access to a suitable , private space with comfortable seating for the purpose of breastfeeding or expressing milk
- 17.6 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.
- 17.7 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.
- 17.8 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 80, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 23, Flexible Working Hours of this award, where applicable.

18. Variation of Hours

- 18.1 If the Commissioner is satisfied that a staff member is unable to comply with the general hours operating in the NSW Police Force because of limited transport facilities, urgent personal reasons, community or family reasons, the Commissioner may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
- 18.1.1 the variation does not adversely affect the operational requirements;
- 18.1.2 there is no reduction in the total number of daily hours to be worked;
- 18.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 18.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- 18.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;

- 18.1.6 ongoing arrangements are documented; and
- 18.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

19. Natural Emergencies and Major Transport Disruptions

- 19.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 19.1.1 apply to vary the working hours as provided in clause 18, Variation of Hours of this award and/or
 - 19.1.2 negotiate an alternative working location with the NSW Police Force; and/or
 - 19.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

20. Notification of Absence from Duty

- 20.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 20.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Commissioner, the amount representing the period of absence shall be deducted from the staff member's pay.

21. Public Holidays

- 21.1 Unless directed to attend for duty by the Commissioner, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - 21.1.1 a public holiday throughout the State; or
 - 21.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
 - 21.1.3 a day between Boxing Day and New Year's Day determined by the Commissioner as a public service holiday.
- 21.2 A staff member, who is required by the Commissioner 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.
- 21.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

22. Standard Working Hours

- 22.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 22.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Commissioner. Where time off has been granted, such time shall be made up as set out in subclause 22.4 of this clause.

- 22.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Commissioner approves, make the time up in accordance with subclause 22.4 of this clause.
- 22.4 Making up of Time - The time taken off in circumstances outlined in subclauses 22.2 and 22.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Commissioner.

23. Flexible Working Hours

23.1 Exclusions

Flexible working hours shall not apply to staff members who work shift work.

23.2 Statement of Intent

The Association, staff members and management are committed to fostering flexible work practices under Flexible Working Hours for the benefit of staff members and the achievement of the organisation's goals. The Association, staff members and management will work co-operatively to ensure the successful implementation of Flexible Working Hours.

All parties are committed to managing time worked to avoid forfeiture of hours.

23.3 Statement of Agreed Principles

Decisions regarding working hours and patterns of work will be made by taking into account the following factors:

23.3.1 The convenience of the NSW Police Force in terms of:

- (a) the requirements of a particular work unit
- (b) the operational requirements of the NSW Police Force
- (c) the availability of work

23.3.2 The personal commitments and needs of the staff members.

23.4 General

23.4.1 The contract hours for the twelve week settlement period of Flexible Working Hours are 420. The maximum debit hours that can be carried forward from one settlement period to the next is 10 hours, except as otherwise specifically provided within subclause 23.17 of this clause. Therefore, the minimum adjusted total of Accrued Work Time (AWT) at the end of any settlement period is 410 hours.

23.4.2 All absences due to leave will be credited to a staff member's AWT. Such absences may be for periods as short as 15 minutes, with the appropriate amount of time for the absence being recorded as AWT on the staff member's record of attendance and debited to the staff member's leave records maintained by the NSW Police Force. A full day absence is equivalent to 7 hours.

23.4.3 Absences due to industrial action will be managed in accordance with the provision of 6-21.7 of the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line at www.psc.nsw.gov.au.

23.4.4 Absences using Flexitime or Banked time may be taken in conjunction with recreation leave and may occur on more than one occasion during a settlement period within the limits of Flexible Working Hours.

23.5 Definitions

"Accrued Work Time" is all time worked by the staff member (except paid overtime) during the settlement period, on any day of the week.

"Bandwidth" is the period during the day when all staff members may work and may record and accrue credit for time worked.

"Banked Time" is the terminology given to those hours/days nominated by a staff member to be banked at the end of a settlement period.

"Core time" is the period during the day when all staff members are required to be on duty, unless on authorised leave. The lunch period is not part of core time.

"Flex time" is the terminology given to those periods of time that a staff member may absent themselves from work with the approval of their supervisor under Flexible Working Hours during which no time is credited towards the staff member's Accrued Work Time.

"Joint Consultative Committee" is a forum established under the consultative arrangements agreed upon by the New South Wales Government, the Association and Unions NSW to promote, encourage and facilitate harmonious industrial relations between employers and staff members at the workplace or enterprise level.

23.6 Settlement Period and Ordinary Hours.

23.6.1 The settlement period is twelve weeks. (Previously 4 weeks).

23.6.2 Ordinary Hours for full time Staff members are 35 hours per week, Monday to Friday. Standard hours are 35 hours per week between 8.30 am and 4.30 pm Monday to Friday.

23.6.3 Ordinary hours for part-time Staff members are less than 35 hours per week, Monday to Friday.

23.7 Bandwidth

23.7.1 The standard bandwidth is 7.00 am to 7.00 pm (previously 7.30 am to 6.00 pm), Monday to Friday, during which time normal work can be undertaken.

23.7.2 By mutual agreement between a staff member and their supervisor, the standard bandwidth may be varied to an agreed bandwidth. Prior to the agreement being reached the staff member may consult with the Association. The variation to the bandwidth must be in the form of a signed written agreement between both parties. In no case shall the agreed bandwidth exceed 12 hours.

23.7.3 If approval to work outside the bandwidth is neither sought nor given, then time worked outside the standard or agreed bandwidth is not to be counted towards AWT.

23.8 Core Time

23.8.1 The standard core time is 9.30 am to 3.00pm (previously 9.30 am to 3.30 pm).

23.8.2 By mutual agreement between a staff member and their supervisor, a staff member may work an alternative core time of a minimum 5 -1/2 hour span within the standard or agreed bandwidth, inclusive of a meal break of up to 2 -1/2 hours.

23.8.3 As outlined at paragraph 23.9.6 of this clause, where staff members are directed as to commencing or concluding times, core time will be adjusted accordingly.

23.9 Hours Worked

- 23.9.1 A staff member may select commencing and concluding times from day to day, subject to the provisions of this Flexible Working Hours clause.
- 23.9.2 Where it appears work is not available, a staff member may be directed not to commence duty prior to a specified time, not being a time later than the commencement of standard hours.
- 23.9.3 A staff member may only accumulate credit hours in excess of the minimum daily contract hours where their supervisor is satisfied that work is available and it is convenient to the NSW Police Force for the staff member to so work.
- 23.9.4 All staff members are entitled to work a minimum 7 hours on any day. A staff member cannot be directed to work less than 7 hours on any day. A staff member may be directed to work 7 hours on any day, Monday to Friday.
- 23.9.5 A staff member may elect to work standard hours. Standard hours will be 7 hours work per day with a 1 hour lunch break, Monday to Friday. The staff member, in agreement with the supervisor, may nominate commencing and concluding times for the standard hours.
- 23.9.6 Flexible Working Hours recognises the need to provide satisfactory levels of customer service to clients. This includes internal and external clients. In order that a satisfactory level of customer service is provided to clients, where a business unit within the NSW Police Force can demonstrate a need to provide a level of service between certain hours, staff members may be directed to commence work at a time earlier than the standard hours commencing time or to conclude work later than the standard hours finishing time within the standard or agreed bandwidth.
- 23.9.7 Staff members cannot be directed as to commencing or concluding times in accordance with paragraph 23.9.6 of this subclause until approval is granted to the business unit by the Manager, Employee Relations following advice to the Association, and reasonable notice as to commencement. The reasonableness of any direction as to commencing or concluding times under paragraph 23.9.6 of this subclause may be raised with the Joint Consultative Committee.
- 23.9.8 Nothing in this clause shall prevent the NSW Police Force from requiring a staff member to revert to working standard hours where it is evident that the staff member is not observing the conditions of Flexible Working Hours.
- 23.9.9 Staff members may not be directed as to both commencing and concluding times except by way of a direction to work standard hours.

23.10 Weekend Work

- 23.10.1 The purpose of this clause is to facilitate at the staff member's request only, and then only with the approval of the supervisor, the working of ordinary hours on a weekend as a substitute for a weekday or days. Any such arrangement is subject to the provisions of this clause and is not to be used to circumvent the provisions of subclause 23.14 of this clause. All work directed on weekends is to be paid in accordance with the provisions of subclause 23.14.
- 23.10.2 At the request of a staff member, and with the approval of their supervisor, a staff member may undertake ordinary work on Saturdays and/or Sundays (without the payment of overtime) within the limitations of the standard or agreed bandwidth. The time worked is to be counted towards Accrued Work Time (AWT).

- 23.10.3 With the approval of the supervisor, a staff member undertaking work on Saturdays and/or Sundays may disregard the core time provisions of this clause.
- 23.10.4 Where a staff member undertakes work on Saturdays and/or Sundays they may, with the approval of their supervisor, absent themselves from duty on a one day for one day basis, on any day or days between Monday and Friday. If a Saturday or Sunday is worked, a staff member may absent themselves from duty for one day. If both Saturday and Sunday are worked, a staff member may absent themselves from duty for two days, which may be consecutive.
- 23.10.5 Absences under the clause are always subject to the prior approval of the supervisor. Any such day or days taken off under this arrangement will not affect the availability of the number of Flex time days or "Banked" days otherwise available within Flexible Working Hours.
- 23.10.6 Staff members who with the approval of their supervisor, are desirous of utilising the provisions of this clause are expected to agree on the application of all of the provisions of this clause before commencing work on a Saturday and/or Sunday.
- 23.11 Lunch Breaks and Meal Breaks
- 23.11.1 Time taken for lunch breaks and meal breaks does not count toward Accrued Work Time.
- 23.11.2 No staff member shall be required to work more than five (5) consecutive hours without a meal break of at least 30 minutes
- 23.11.3 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one and a half hours (previously 1 hour)
- 23.11.4 With the supervisor's prior approval, a longer lunch break may be taken, up to a maximum of 2-1/2 hours. Lunch breaks within the standard bandwidth and core time may be taken between 11.00am and 2.30 pm (previously 11.30 am - 2.30 pm)
- 23.12 Flexitime and Banked Time Entitlements
- 23.12.1 All staff may take up to 6 Flex time days off in any settlement period. This time may be taken off with other forms of authorised leave including Banked Time. The issue of when Flex time days are taken is subject to the supervisor's approval, consistent with the provisions of subclause 23.3 of this clause. The 6 Flex time days may be taken as either full days or half days or combinations thereof. A staff member does not receive credit towards their Accrued Work Time (AWT) when taking Flex time. It is not necessary for a staff member to have a credit balance when taking a Flex time day or days.
- 23.12.2 All staff may Bank time as "Banked" days subject to the provisions of paragraph 23.12.3 of this subclause. A "Banked" day is equivalent to 7 hours, and the staff member's AWT will be reduced by this amount for each day banked. A "Banked" day or days may only be banked using hours in excess of 420 for the settlement period. "Banked" days may only be taken as full days. Seven (7) hours will be credited to a staff member's AWT when a "Banked" day is utilised for leave.
- 23.12.3 A staff member may Bank time each settlement period on the following basis:
- (a) where the Staff member takes up to 6 Flex time days the bank is zero;
 - (b) where the Staff member takes up to 5 Flex time days the possible bank is 1 day;
 - (c) where the Staff member takes up to 4 Flex time days the possible bank is 2 days;
 - (d) where the Staff member takes up to 3 Flex time days the possible bank is 3 days;

- (e) where the Staff member takes less than 3 Flex time days the possible bank is 3 days.
- 23.12.4 Over four or more settlement periods a maximum or equivalent of 12 days may be banked. Staff members cannot accumulate more than 12 "Banked" days.
- 23.12.5 "Banked" days may be taken with other forms of authorised leave including Flex time and can be taken in quantities ranging from 1 to 12 days. The issue of when "Banked" days are taken is subject to the supervisor's approval.
- 23.12.6 Subject to paragraph 23.12.3 of this subclause, relevant staff members and supervisors will make every effort to ensure that a situation does not arise where a staff member who has accumulated the maximum 12 "Banked" days, forfeits hours at the end of any settlement period.
- 23.13 Accrual of Accrued Work Time (AWT)
- 23.13.1 All time worked during the settlement period in accordance with Flexible Working Hours (except paid overtime) will count towards a staff member's Accrued Work Time (AWT).
- 23.13.2 A staff member should have a total AWT of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave, but does not include unused Banked Time.
- 23.13.3 Where AWT is less than 410 hours at the end of a settlement period, a staff member will be required to submit a recreation leave form for the amount of shortfall or alternatively they may, subject to paragraph 23.13.4 of this subclause, use up 3 "Banked" days to pay off debit hours. Where a staff member has no recreation leave available, leave without pay for the amount of time below 410 hours will apply and the leave without pay is credited to the AWT total. Where a staff member consistently totals 410 hours AWT or less at the end of settlement periods, the NSW Police Force may require the staff member to revert to standard hours.
- 23.13.4 A staff member with "Banked" days, and a debit balance in excess of 10 hours at the end of a settlement period, may use 1, 2 or 3 "Banked" days to pay off debit hours. Where a staff member uses up to 3 "Banked" days to pay off debit hours and accumulated AWT is still less than 410 hours, the provisions of paragraph 23.13.3 of this subclause will apply.
- 23.13.5 A staff member is entitled to accumulate and/or carry forward hours in excess of 420 ordinary hours at the end of a settlement period up to and including 42 hours.
- 23.13.6 Where a staff member exceeds 462 hours at the end of a settlement period, and the excess hours are not converted into "Banked" day or days in accordance with paragraph 23.13.7 of this subclause, the hours in excess of 462 will be forfeited.
- 23.13.7 Subject to the provisions of paragraphs 23.12.2 and 23.12.3 of this clause, at the end of a settlement period, a staff member may convert the hours in excess of 420 into a "Banked" day or days.
- 23.13.8 A staff member with AWT at the conclusion of a settlement period that amounts to less than 420 and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 23.14 Work Outside the Standard or Agreed Bandwidth (Overtime)
- 2314.1 The overtime provisions of this award will apply to work directed to be performed outside the standard or agreed bandwidth.

23.14.2 Application of overtime under Flexible Working Hours will be as follows:

- (a) If at the direction of the supervisor, a staff member works outside the standard or agreed bandwidth, overtime provisions will apply
- (b) At the direction of the supervisor, a staff member may be required to work overtime on a Monday to Friday, provided that the staff member has worked a minimum of 7 hours within the standard or agreed bandwidth on that day.

23.15 Higher Duties Allowance

23.15.1 The parties agree that the implementation of Flexible Working Hours should not result in additional costs to the NSW Police Force with regard to the payment of Higher Duties Allowance (HDA).

23.15.2 Where a staff member performs relief in another position as a result of a "Banked" day or "Banked" days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.

23.15.3 Where a staff member performs relief in another position as a result of a Flex time day or Flex time days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.

23.15.4 Where "Banked" days and/or Flex time days are combined with other absences (ie recreation leave, sick leave, etc), the other absences must be taken as a continuous block. This continuous block will determine a staff member's eligibility to claim an HDA.

23.16 Travelling on Official Business

23.16.1 Any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked for the purposes of Flexible Working Hours.

23.16.2 Staff members shall be compensated for travelling time outside the standard or agreed bandwidth in accordance with the provisions of clause 28, Travelling Compensation of this award.

23.17 Disruption of Transport

23.17.1 Where a staff member is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply.

- (a) The staff member may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
- (b) Where a staff member is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, the staff member may take the full day off as an additional Flex time day in the period and may carry the additional hours forward into the following settlement period.
- (c) A staff member affected by transport disruption will not be debited recreation leave or leave without pay if the staff member has, as a consequence of the transport delay, accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the staff member must ensure that their adjusted total of AWT is at least 410 hours at the end of the following settlement period.

23.18 Separation from the NSW Police Force

23.18.1 Where a staff member gives notice or resignation, retirement or transfer to another government department, the supervisor and staff member will, during the period of notice,

take all reasonable steps to eliminate any accumulated credit or debit hours, including "Banked Time".

- 23.18.2 Supervisors will take all reasonable steps to facilitate the elimination of accumulated credit or debit hours by such staff members. The provisions relating to Core time may be varied by the supervisor if necessary.
- 23.18.3 Staff members may be directed by the supervisor, in relation to their hours of attendance, to ensure that AWT is balanced to neither credit nor debit, at the conclusion of their last day of service. Such direction may include the taking of "Banked" or Flex time days.
- 23.18.4 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that staff member will be adjusted accordingly.
- 23.18.5 Where despite the provisions of this clause, a staff member has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the staff member at the current salary rate. However, if requested by the staff member and agreed by the new agency, some or all such credit hours may be carried forward to the new agency.

23.19 Part-Time Staff Members

- 23.19.1 Part-time staff members may accumulate Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time staff members but calculated on a pro-rata hours basis. They may not be required to work more than their contract hours.
- 23.19.2 A staff member who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under Flexible Working Hours.
- 23.19.3 Contract hours for a staff member working under a part-time arrangement shall be calculated on the total number of agreed hours to be worked in a settlement period.
- 23.19.4 Pro-rata Flex time entitlements shall be calculated to the nearest half hour on a pro-rata basis. Pro-rata Banked time entitlement shall be calculated to the nearest "Banked" day. When taking either a half or full Flex time day, the additional time to cover the absence could be made up over the settlement period with the supervisor's approval or by taking either recreation or extended leave.
- 23.19.5 A staff member who elects to change from full-time to part-time work by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for Flex time from this accumulated credit hour balance carry over shall be calculated on the basis of fulltime work until exhausted.
- 23.19.6 A staff member who changes from part-time to full time employment by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing fulltime work, or carry over the entitlement, which until exhausted shall be calculated in accordance with paragraph 23.19.4 of this subclause.

23.20 Grievances

The parties shall co-operate in the monitoring of the operation of Flexible Working Hours. Identified operational and administrative problems may be raised either at workplace level through the applicable grievance procedures or through the Joint Consultative Committee.

24. Rostered Days Off for 38 Hour Week Workers

- 24.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 24.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 24.2.1 Except as provided in paragraph 24.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 24.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- 24.2.3 Exception - Notwithstanding the provisions of paragraph 24.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 24.3 In the event of unforeseen circumstances or NSW Police Force operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 24.4 Where seasonal or school vacation considerations affect NSW Police Force operations, rostered days off may be accrued and taken during a less active period.
- 24.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- 24.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

25. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 2.7 of the Public Sector Employment and Management Act 2002.

26. Flexible Work Practices

- 26.1 Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 26.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

27. Existing Hours of Work Determinations

Any existing Determinations/Agreements, pursuant to sections 86 and 87 of the Act on local arrangements in respect of the hours of work which operated in the NSW Police Force as at the effective date of 9 October 2006 of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 published 1 December 2006 (361 I.G. 977), shall continue to apply until renegotiated.

SECTION 4 - TRAVEL ARRANGEMENTS**28. Travelling Compensation**

- 28.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the NSW Police Force.
- 28.2 The Commissioner shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 28.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members 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.
- 28.4 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.
- 28.5 The NSW Police Force will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 28.6 Subject to subclause 28.14 of this clause, a staff member who is required by the Commissioner 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 staff member's residence in order to perform the work.
- 28.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 28.8 For the first 35 days, the payment shall be:
- 28.8.1 where the NSW Police Force elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 2 - Allowances of Part B Monetary Rates, and
 - (b) incidentals as set out in Item 3 of Table 2 - Allowances of Part B Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 28.8.2 where the NSW Police Force elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates 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 paragraph, 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 Item 2 of Table 2 - Allowances of Part B Monetary Rates.

- 28.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 28.10 Where a staff member is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 28.11 After the first 35 days - If a staff member is required by the Commissioner to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates.
- 28.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 28.11 of this clause, the NSW Police Force could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 28.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 28.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 95 and or 95A of the Act.

29. Excess Travelling Time

- 29.1 Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Commissioner's discretion, be compensated for such time either by:
- 29.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 29.1.2 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 staff member's manager.
- 29.2 Compensation under paragraphs 29.1.1 or 29.1.2 of this clause, shall be subject to the following conditions:
- 29.2.1 On a non-working day - subject to the provisions of paragraphs 29.3.4, 29.3.5, 29.3.6 and 29.3.7 of this clause all time spent travelling on official business;
- 29.2.2 On a working day - subject to the provisions of subclause 29.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 29.3 Compensation for excess travelling time shall exclude the following:
- 29.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 29.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 29.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 29.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.

- 29.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 29.3.6 Working on board ship where meals and accommodation are provided;
- 29.3.7 Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;
- 29.3.8 Time within the flex time bandwidth;
- 29.3.9 Travel overseas;
- 29.3.10 For staff members under Flexible Working Hours any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked.
- 29.4 Payment - 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:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- 29.5 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.
- 29.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 29.7 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.

30. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or 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 pursuant to clause 29, Excess Travelling Time.

31. Meal Expenses on One-Day Journeys

- 31.1 A staff member who is authorised by the Commissioner to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 2 of Part B Monetary Rates for:-
- 31.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 31.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 31.1.3 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 staff member's normal headquarters at the time of taking the normal lunch break.

32. Restrictions on Payment of Travelling Allowances

- 32.1 An allowance under clause 28, Travelling Compensation is not payable in respect of:

- 32.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 32.1.2 Any period of leave, except with the approval of the Commissioner or as otherwise provided by this clause; or
 - 32.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 32.2 A staff member who is in receipt of an allowance under clause 28, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 32.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
 - 32.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

33. Increase Or Reduction in Payment of Travelling Allowances

- 33.1 Where the Commissioner is satisfied that a travelling allowance is:
- 33.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - 33.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

34. Production of Receipts

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

35. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Commissioner having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members 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 Commissioner.

SECTION 5 - ALLOWANCES AND OTHER MATTERS

36. Camping Allowances

- 36.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-
- 36.1.1 In receipt of a camping equipment allowance under clause 40, Camping Equipment Allowance of this award; or

- 36.1.2 Provided with camping equipment by the NSW Police Force; or
- 36.1.3 Reimbursed by the NSW Police Force for the cost of hiring camping equipment.
- 36.2 When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:
- 36.2.1 The daily rate specified in Item 4 of Table 2 of Part B Monetary Rates for all expenses; and
- 36.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 2 - Allowances of Part B of Monetary Rates.
- 36.3 Where the Commissioner is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 28, Travelling Compensation of this award instead of the camping allowance.
- 36.4 A staff member who is paid a remote areas allowance under clause 41, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

37. Composite Allowance

- 37.1 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 2 - Allowances of Part B Monetary Rates.
- 37.2 In order to be paid the composite allowance under this clause, the staff member shall submit to the Commissioner an election each 12 months. If the election is not made by the staff member or not approved by the Commissioner, travelling or camping allowances under clauses 28 or 36 of this award, whichever is appropriate, shall apply.
- 37.3 An election under subclause 37.2 of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- 37.4 A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 37.5 of this clause).
- 37.5 On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 28, Travelling Compensation of this award.
- 37.6 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 37.7 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Commissioner certifies that it is necessary for the staff member to provide camping equipment at personal expense.

38. Allowance Payable for Use of Private Motor Vehicle

- 38.1 The Commissioner may authorise a staff member to use a private motor vehicle for work where:

- 38.1.1 Such use will result in greater efficiency or involve the NSW Police Force in less expense than if travel were undertaken by other means; or
- 38.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 38.2 A staff member who, with the approval of the Commissioner, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 2 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 38.4 of this clause.
- 38.3 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.
- 38.3.1 The casual rate is payable if a staff member elects, with the approval of the Commissioner, 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.
- 38.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 38.4 Deduction from allowance
- 38.4.1 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 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.
- 38.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 38.4.3 of this subclause.
- 38.4.3 Designated headquarters
- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member 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) A staff member'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.
- 38.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member 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 staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
- 38.4.5 Where a headquarters has been designated per subparagraph 38.4.3(a) of this subclause and the staff member 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.

- 38.4.6 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 staff member 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 staff member uses the vehicle for official business after normal working hours.
 - (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
 - (e) When the staff member buys a weekly or other periodical rail or bus ticket, provided the Commissioner is satisfied that:
 - (i) at the time of purchasing the periodical ticket the staff member 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 staff member's home and the railway station or other intermediate transport stopping place.
- 38.5 The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be affected 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 Commissioner.
- 38.6 Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- 38.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 3 - Allowances of Part B Monetary Rates.

39. Damage to Private Motor Vehicle Used for Work

- 39.1 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 NSW Police Force, provided:
- 39.1.1 The damage is not due to gross negligence by the staff member; and
 - 39.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 39.2 Provided the damage is not the fault of the staff member, the NSW Police Force shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 39.2.1 The damage was sustained on approved work activities; and
 - 39.2.2 The costs cannot be met under the insurance policy due to excess clauses.

40. Camping Equipment Allowance

- 40.1 In this clause, "camping equipment" includes instrument and travelling equipment.

- 40.2 A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 40.3 A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 2 - Allowances of Part B Monetary Rates.

41. Allowance for Living in a Remote Area

- 41.1 A staff member 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 8 of Table 2 - Allowances of Part B Monetary Rates 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 8 of Table 2 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Baringun, 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 8 of Table 2 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where
- 41.3.1 the staff member has a dependant as defined; and
 - 41.3.2 the staff member's dependant(s) resides within the area that attracts the remote area allowance; and
 - 41.3.3 the staff member'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 staff member (including a de facto spouse);
 - 41.4.2 each child of the staff member aged eighteen years or under;

- 41.4.3 each son and daughter of the staff member 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 staff member's household and who is, in the opinion of the Commissioner, substantially financially dependent on the staff member.
- 41.5 NSW Police Force temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 A staff member 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 A staff member 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 staff member 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 NSW Police Force salary plus the remote areas allowance.

If the military salary exceeds the NSW Police Force salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave

- 42.1 A staff member who:
- 42.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Director - General; and
- 42.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 2 - Allowances of Part B Monetary Rates for the additional costs of travel.
- 42.2 Dependant in this clause has the same meaning as subclause 41.4 of clause 41, Allowance for Living in a Remote Area of this award.
- 42.3 Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

43. Overseas Travel

Unless the Commissioner determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the NSW Police Force to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

44. Exchanges

- 44.1 The Commissioner may arrange two way or one way exchanges with other organisations both public and private, if the NSW Police Force or the staff member will benefit from additional training and development which is intended to be used in the carrying out of NSW Police Force business.

- 44.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Commissioner according to the individual circumstances in each case (Item 11 of Table 2 - Allowances of Part B Monetary Rates).
- 44.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 57, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

45. Room at Home Used as Office

- 45.1 Where no NSW Police Force office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW Police Force will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 2 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 45.2 Where an office exists in a particular location - Where a NSW Police Force office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 45.1 of this clause shall not apply in these circumstances.
- 45.3 Requirements - Arrangements under subclauses 45.1 or 45.2 of this clause shall be subject to:
- 45.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 45.3.2 The work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

46. Semi-Official Telephones

- 46.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the NSW Police Force, as and when required.
- 46.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 46.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 46.3.1 Give decisions, supply information or provide emergency services; and/or
- 46.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 46.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 46.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
- 46.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 46.4.3 The full cost of official local, STD and ISD calls.

- 46.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 46.5.1 Date, time, length of call and estimated cost;
 - 46.5.2 Name and phone number of the person to whom call was made; and
 - 46.5.3 Reason for the call.

47. Flying Allowance

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 2 - Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

48. Uniforms, Protective Clothing and Laundry Allowance

- 48.1 Uniform, etc. provided by NSW Police Force - A staff member who is required or authorised by the Commissioner to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW Police Force with such clothing and shall be paid an allowance at the rate specified in Item 16 of Table 2 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- 48.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW Police Force.
- 48.3 Uniform, etc. provided by the staff member - Where the 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.

49. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 49.1 Where damage to or loss of the staff member'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 NSW Police Force covering the damage to or loss of the personal property of the staff member.
- 49.2 If a claim under subclause 49.1 of this clause is rejected by the insurer, the Commissioner may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 49.2.1 Is due to the negligence of the NSW Police Force, another staff member, or both, in the performance of their duties; or
 - 49.2.2 Is caused by a defect in a staff member's material or equipment; or
 - 49.2.3 Results from a staff member's protection of or attempt to protect NSW Police Force property from loss or damage.
- 49.3 Compensation in terms of subclause 49.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Commissioner 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.
- 49.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.

- 49.5 Compensation for the damage sustained shall be made by the NSW Police Force 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.

50. Garage and Carport Allowance

- 50.1 Where a staff member garages a NSW Police Force vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Commissioner, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 2 - Allowances of Part B, Monetary Rates.
- 50.2 Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

51. Community Language Allowance Scheme (CIAS)

- 51.1 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:

51.1.1 Employed as interpreters and translators; and

51.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,

shall be paid an allowance as specified in Item 17 of Table 2 - Allowances of Part B Monetary Rates, subject to subclauses 51.2 and 51.3 of this clause.

- 51.2 The base level of the CLAS is paid to staff members who:

51.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

51.2.2 have passed an examination administered by the Community Relations Commission or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.

- 51.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:

51.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Commissioner; or

51.3.2 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.

52. First Aid Allowance

- 52.1 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 in Item 18 of Table 2 - Allowances of Part B Monetary Rates.

- 52.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member 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.

- 52.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:

- 52.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 52.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 52.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 52.5 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 pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 52.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet NSW Police Force needs, and the cost of retraining First Aid Officers, are to be met by the NSW Police Force.

53. Review of Allowances Payable in Terms of This Award

- 53.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 53.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
- (a) Clause 28, Travelling Compensation;
 - (b) Clause 31, Meal Expenses on One Day Journeys;
 - (c) Clause 96, Overtime Meal Allowances.
- 53.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 38, Allowances Payable for the Use of Private Motor Vehicles.
- 53.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (a) Clause 36, Camping Allowances;
 - (b) Clause 37, Composite Allowance;
 - (c) Clause 40, Camping Equipment Allowance;
 - (d) Clause 41, Allowance for Living in a Remote Area;
 - (e) Clause 42, Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave;
 - (f) Clause 45, Room at Home used as Office;
 - (g) Clause 48, Uniforms, Protective Clothing and Laundry Allowance;
 - (h) Clause 50, Garage and Carport Allowance.

- 53.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (a) Clause 47, Flying Allowance;
 - (b) Clause 51, Community Language Allowance Scheme (CLAS);
 - (c) Clause 52, First Aid Allowance;
 - (d) Clause 94, On-Call (Stand-by) and On-Call Allowance.

SECTION 6 - UNION CONSULTATION, ACCESS AND ACTIVITIES

54. Trade Union Activities Regarded as on Duty

- 54.1 An Association delegate will be released from the performance of normal duty with the NSW Police Force 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:
- 54.1.1 Attendance at meetings of the workplace's Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.
 - 54.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 54.1.3 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;
 - 54.1.4 Giving evidence in court on behalf of the employer;
 - 54.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;
 - 54.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
 - 54.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the NSW Police Force; and
 - 54.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

55. Trade Union Activities Regarded as Special Leave

- 55.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-
- 55.1.1 Annual or biennial conferences of the Association;
 - 55.1.2 Meetings of the Association 's Executive, Committee of Management or Councils;
 - 55.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 55.1.4 Attendance at meetings called by Unions NSW and or the DPE involving the Association which requires attendance of a delegate;
 - 55.1.5 Attendance at meetings called by the Commissioner, as the employer for industrial purposes, as and when required;
 - 55.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 55.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 54, 55 and 56 of this award apply.

56. Trade Union Training Courses

- 56.1 The following training courses will attract the grant of special leave as specified below:-
- 56.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions, on which special leave for such courses will be granted, shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 12, Local Arrangements of this award.
 - 56.1.2 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, ie excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) All travelling and associated expenses being met by the staff member or the Association;
 - (d) Attendance being confirmed in writing by the Association or a nominated training provider.

57. Conditions Applying to on Loan Arrangements

- 57.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 57.1.1 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.
- 57.1.2 Briefing counsel on behalf of the Association;
- 57.1.3 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;
- 57.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 57.1.5 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.
- 57.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-
 - (a) The NSW Police Force will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - (b) The NSW Police Force 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 Commissioner and the Association.
- 57.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- 57.1.8 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 Commissioner in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 57.1.9 Where the Commissioner and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director - General for determination after consultation with the Commissioner and the Association.

58. Period of Notice for Trade Union Activities

The Commissioner 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.

59. Access to Facilities By Trade Union Delegates

- 59.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
 - 59.1.1 Telephone, facsimile and, where available, E-mail facilities;
 - 59.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
 - 59.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

60. Responsibilities of the Trade Union Delegate

60.1 Responsibilities of the Association delegate are to:

- 60.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- 60.1.2 Participate in the workplace consultative processes, as appropriate;
- 60.1.3 Follow the dispute settling procedure applicable in the workplace;
- 60.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- 60.1.5 Account for all time spent on authorised Association business;
- 60.1.6 When special leave is required, to apply for special leave in advance;
- 60.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Commissioner and the Association; and
- 60.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

61. Responsibilities of the Trade Union

61.1 Responsibilities of the Association are to:

- 61.1.1 Provide written advice to the Commissioner 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;
- 61.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management;
- 61.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 61.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 61.1.5 Apply to the Commissioner well in advance of any proposed extension to the "on loan" arrangement;
- 61.1.6 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
- 61.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

62. Responsibilities of Workplace Management

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

- 62.1.1 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;
- 62.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- 62.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 62.1.4 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;
- 62.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 62.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, to apply the provisions of paragraph 62.1.5 of this clause;
- 62.1.7 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;
- 62.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 62.1.9 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.

63. 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*.

64. Travelling and Other Costs of Trade Union Delegates

- 64.1 Except as specified in paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management 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.
- 64.2 In respect of meetings called by the workplace management in terms of paragraph 62.1.3 of clause 62, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 28, Travelling Compensation, 31, Meal Expenses on One Day Journeys or 32, Restrictions on Payment of Travelling Allowances of this award.
- 64.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW Police Force or the Director - General, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 64.4 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 NSW Police Force by the Association or the staff member.

65. Industrial Action

- 65.1 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 9, Grievance and Dispute Settling Procedures).
- 65.2 There will be no victimisation of staff members prior to, during or following such industrial action.

66. Consultation and Technological Change

- 66.1 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 the Association.
- 66.2 The NSW Police Force management shall consult with the Association prior to the introduction of any technological change.

67. Deduction of Trade Union Membership Fees

At the staff member's election, the Commissioner 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 staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association in accordance with clause 12, Local Arrangements of this award.

SECTION 7 - LEAVE

68. Leave - General Provisions

- 68.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 68.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 68.3 Unless otherwise specified in this award a temporary employee employed under Sections 90 and 91 of the Act 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 in the NSW Police Force Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 68.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

69. Absence from Work

- 69.1 A staff member must not be absent from work unless reasonable cause is shown.
- 69.2 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.
- 69.3 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 Commissioner shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 69.4 The minimum period of leave available to be granted shall be one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.

- 69.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

70. Applying for Leave

- 70.1 An application by a staff member for leave under this award shall be made to and dealt with by the Commissioner.
- 70.2 The Commissioner shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW Police Force permit this to be done.

71. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2008.

72. Family and Community Service Leave

- 72.1 The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 72.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 72.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 72.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 72.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 72.2.2 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;
 - 72.2.3 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;
 - 72.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 72.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.
- 72.3 Family and community service leave may also be granted for:
- 72.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 72.3.2 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.
- 72.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 82.4.2 of clause 82, Sick Leave to Care for Family Member of this award.

- 72.5 Family and community service leave shall accrue as follows:
- 72.5.1 2 ½ days in the staff member's first year of service;
 - 72.5.2 2 ½ days in the staff member's second year of service; and
 - 72.5.3 one day per year thereafter.
- 72.6 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner shall consider applications for additional family and community service leave, if some other emergency arises.
- 72.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 72.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 82, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 72.9 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

73. Leave Without Pay

- 73.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 73.2 Leave without pay may be granted on a full-time or a part-time basis.
- 73.3 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.
- 73.4 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.
- 73.5 A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.
- 73.6 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.
- 73.7 No paid leave shall be granted during a period of leave without pay.
- 73.8 A permanent appointment may be made to the staff member's position if:
- 73.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 73.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 73.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and

- 73.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 73.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 73.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 73.11 Subclause 73.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 76.9.1(a) of clause 76, Parental Leave or to military leave.

74. Military Leave

- 74.1 During the period of 12 months commencing on 1 July each year, the Commissioner 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 or compulsory parades conducted by the staff member's unit.
- 74.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 74.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 74.1 of this clause.
- 74.4 The 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.
- 74.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 74.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.
- 74.6 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.
- 74.7 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 NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 74.8 At the expiration of military leave in accordance with subclause 74.3 or 74.4 of this clause, the staff member shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

75. Observance of Essential Religious Or Cultural Obligations

- 75.1 A staff member of:
- 75.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 75.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.

- 75.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 75.3 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 Commissioner subject to:
- 75.3.1 Adequate notice being given by the staff member;
 - 75.3.2 Prior approval being obtained by the staff member; and
 - 75.3.3 The time off being made up in the manner approved by the Commissioner.
- 75.4 Notwithstanding the provisions of subclauses 75.1, 75.2 and 75.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association in terms of clause 12, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

76. Parental Leave

- 76.1 Parental leave includes maternity, adoption and "other parent" leave.
- 76.2 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:
- 76.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 76.2.2 For a further period of up to 12 months after the actual date of birth.
 - 76.2.3 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.
- 76.3 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:
- 76.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 76.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - 76.3.3 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, flex time or family and community service leave.
- 76.4 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:
- 76.4.1 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;
 - 76.4.2 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 76.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- 76.5 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:
- 76.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 76.10 of this clause; and
 - 76.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 76.5.3 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.
- 76.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 76.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - 76.6.2 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;
 - 76.6.3 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.
- 76.7 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:
- 76.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - 76.7.2 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
 - 76.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 76.8 Except as provided in subclauses 76.5, 76.6 and 76.7 of this clause, parental leave shall be granted without pay.
- 76.9 Right to request
- 76.9.1 A staff member who has been granted parental leave in accordance with subclause 76.2, 76.3 or 76.4 of this clause may make a request to the Commissioner to:
 - (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

- 76.9.2 The 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 Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

76.10 Notification Requirements

- 76.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.

- 76.10.2 A staff member who wishes to take parental leave must notify the Commissioner 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 76.9 of this clause.

- 76.10.3 At least 4 weeks before a staff member'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.

- 76.10.4 Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph 76.9.1 and the Commissioner's decision made under paragraph 76.9.2 must be recorded in writing.

- 76.10.5 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 Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other 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 Commissioner agrees.

- 76.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.

- 76.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- 76.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days notice of the change unless the Commissioner decides otherwise.

- 76.11 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 76.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.

- 76.12 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.

- 76.13 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 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.
- 76.14 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 NSW Police Force) must be given.
- 76.15 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.
- 76.16 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.
- 76.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 76.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 76.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
 - 76.17.3 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
- 76.18 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 Commissioner, 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, teleworking and job redesign.
- 76.19 If such adjustments cannot reasonably be made, the 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 which ever is the earlier.
- 76.20 Communication during parental leave
- 76.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force 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 staff member held before commencing parental leave; and
 - (b) 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.

- 76.20.2 The staff member shall take reasonable steps to inform the 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.
- 76.20.3 The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 76.20.1 of this subclause..

77. Purchased Leave

- 77.1 A staff member may apply to enter into an agreement with the Commissioner to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 77.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.
- 77.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 77.1.3 The leave will count as service for all purposes.
- 77.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 77.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 77.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 77.3 Purchased leave is subject to the following provisions:
- 77.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 77.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 77.3.3 Sick leave cannot be taken during a period of purchased leave.
- 77.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 77.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 77.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 77.4 Specific conditions governing purchased leave may be amended from time to time by the Director - General in consultation with the Association. The NSW Police Force may make adjustments relating to its salary administration arrangements.

78. Recreation Leave**78.1 Accrual**

- 78.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members 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.
- 78.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Police Regulation 2008, 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.
- 78.1.3 Recreation leave accrues from day to day.

78.2 Limits on Accumulation and Direction to take leave

- 78.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Commissioner in special circumstances.
- 78.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Commissioner according to the wishes of the staff member.
- 78.2.3 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.
- 78.2.4 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.
- 78.2.5 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.

78.3 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner shall:-

- 78.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 78.3.2 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 8 week limit.
- 78.3.3 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

78.4 Miscellaneous

- 78.4.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
- 78.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).

- 78.4.3 Recreation 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 78.4.4 of this subclause.
- 78.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 78.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 78.4.4 of this subclause shall be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 78.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 78.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 76, Parental Leave of this award.
- 78.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 78.4.9 A staff member to whom paragraph 78.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 78.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 78.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 78.6.1 To the widow or widower of the staff member; or
- 78.6.2 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
- 78.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or
- 78.6.4 If there is no person entitled under paragraph 78.6.1, 78.6.2 or 78.6.3 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.
- 78.7 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 or payment as provided for in subclause 89.7 of clause 89, Shift Work of this award.
- 78.8 Recreation leave does not accrue during leave without pay other than
- 78.8.1 military leave taken without pay when paid military leave entitlements are exhausted;

- 78.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 78.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 78.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 78.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 78.8 A staff member entitled to additional recreation leave under paragraph 78.1.2 of this clause, or under paragraph 89.7.6 of clause 89, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

79. Annual Leave Loading

- 79.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 79.2 to 79.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 79.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- 79.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 79.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 79.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 79.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 79.3.2 17½% annual leave loading.
- 79.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 79.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 79.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 79.6.1 Annual leave loading for the previous leave year shall be paid in the first pay on or after 1 December in the subsequent leave year.
- 79.6.2 Notwithstanding paragraph 79.6.1 above a staff member may, with appropriate notice, elect to defer the payment of annual leave loading to a subsequent pay period. Provided further that such deferral shall be limited to the last pay on or before 31 December in the same leave year.

- 79.6.3 While annual leave loading shall not be paid in the first leave year of employment it shall be paid in the subsequent leave year in accordance with paragraphs 78.6.1 and 78.6.2 of this subclause.
- 79.6.4 A staff member who has not been paid annual leave loading for the previous leave year, shall be paid annual leave loading on resignation, retirement or termination by the NSW Police Force for any reason other than the staff member's serious and intentional misconduct.
- 79.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment..

80. Sick Leave

- 80.1 Illness in this clause and in clauses 81 and 82 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 80.2 Payment for sick leave is subject to the staff member:
- 80.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
- 80.2.2 Providing evidence of illness as soon as practicable if required by clause 81, Sick Leave - Requirements for Evidence of Illness of this award.
- 80.3 If the Commissioner 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 Commissioner:
- 80.3.1 Shall grant to the staff member sick leave on full pay; and
- 80.3.2 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 award to sick leave on full pay.
- 80.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 80.4.1 is unable to carry out their duties without distress; or
- 80.4.2 risks further impairment of their health by reporting for duty; or
- 80.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 80.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 80.6 Entitlements - Any staff member appointed from 1 January 2009 will commence accruing sick leave in accordance with this clause immediately. Existing staff members at 1 January 2009 will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- 80.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
- 80.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 80.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.

- 80.6.4 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.
- 80.6.5 Notwithstanding the provisions of paragraph 80.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 80.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 80.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 80.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 80.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Commissioner 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.
- 80.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

81. Sick Leave - Requirements for Evidence of Illness

- 81.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 81.2 In addition to the requirements under subclause 80.2 of clause 80, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 81.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
- 81.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 81.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest or its successor for advice.
- 81.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on HealthQuest's or its successor's advice.
- 81.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 81.6 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 the human resources section of the NSW Police Force.

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

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

81.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 81.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or

81.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.

81.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:

81.8.1 In respect of recreation leave, the period set out in the evidence of illness;

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

81.9 Subclause 81.8 of this clause 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.

82. Sick Leave to Care for a Family Member

82.1 Where family and community service leave provided for in clause 72, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 82.4 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.

82.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

82.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 81.6 of clause 81, Sick Leave - Requirements for Evidence of Illness of this award.

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

82.4.1 The staff member being responsible for the care and support of the person concerned; and

82.4.2 The person concerned being:-

(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 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.

83. Sick Leave - Workers Compensation

- 83.1 The Commissioner shall advise each staff member of their 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.
- 83.2 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.
- 83.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 83.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 83.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner 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.
- 83.6 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.
- 83.7 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.
- 83.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner 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.
- 83.9 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.

- 83.10 If the Commissioner 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.
- 83.11 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*.
- 83.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 83.12.1 The staff member's claim for workers compensation;
 - 83.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 83.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 83.12.4 Action taken by the Commissioner 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.

84. Sick Leave - Claims Other Than Workers Compensation

- 84.1 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:-
- 84.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW Police Force to the staff member; and
 - 84.1.2 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 NSW Police Force the monetary value of any such period of sick leave.
- 84.2 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 Commissioner is satisfied that the refusal or failure is unavoidable.
- 84.3 On repayment to the NSW Police Force 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.

85. Special Leave

- 85.1 Special Leave - Jury Service
- 85.1.1 A staff member shall, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.
 - 85.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Commissioner 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.

- 85.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner 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 Commissioner shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 85.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the NSW Police Force.
- 85.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 85.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 85.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 85.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the NSW Police Force for the required period.
- 85.4 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.
- 85.5 Special Leave - Examinations -
- 85.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Commissioner.
- 85.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 85.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 85.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 55, Trade Union Activities Regarded as Special Leave of this award.
- 85.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.

- 85.8 Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 85.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 85.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line www.psc.nsw.gov.au. at the time the leave is taken.
- 85.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 86, Leave for Matters Arising From Domestic Violence, have been exhausted, the Commissioner shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

86. Leave for Matters Arising from Domestic Violence

- 86.1 The definition of domestic violence is found in clause 3.73, Definitions, of this award.
- 86.2 Leave entitlements provided for in clause 72, Family and Community Service Leave, clause 80, Sick Leave and clause 82, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 86.3 Where the leave entitlements referred to in subclause 86.2 are exhausted, the Commissioner shall grant Special Leave as per clause 85.11.
- 86.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, A Domestic Violence Support Service or Lawyer.
- 86.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 86.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of such matters. Such actions are in line with obligations under the *Crimes (Domestic and Family Violence) Act*.
- 86.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 8 - TRAINING AND PROFESSIONAL DEVELOPMENT

87. Staff Development and Training Activities

- 87.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 87.1.1 All staff development courses conducted by a NSW Public Sector organisation;
- 87.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and

- 87.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 87.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 87.2.1 Activities for which study assistance is appropriate;
- 87.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
- 87.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 87.3 Attendance of a staff member at activities considered by the Commissioner to be:
- 87.3.1 Essential for the efficient operation of the NSW Police Force; or
- 87.3.2 Developmental and of benefit to NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 87.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the NSW Police Force:
- 87.4.1 Recognition that the staff members are performing normal duties during the course;
- 87.4.2 Adjustment for the hours so worked under flexible working hours;
- 87.4.3 Payment of course fees:
- 87.4.4 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
- 87.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Commissioner is satisfied that the approval to attend constitutes a direction to work overtime under clause 90, Overtime - General of this award.
- 87.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the NSW Police Force:
- 87.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
- 87.5.2 Payment of course fees;
- 87.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 87.5.4 Such other conditions as may be considered appropriate by the Commissioner given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 87.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Commissioner is able to release the staff member, such

leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.

- 87.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

88. Study Assistance

- 88.1 The Commissioner shall have the power to grant or refuse study time.
- 88.2 Where the Commissioner approves the grant of study time, the grant shall be subject to:
- 88.2.1 The course being a course relevant to the NSW Police Force and/or the public service;
 - 88.2.2 The time being taken at the convenience of the NSW Police Force; and
 - 88.2.3 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.
- 88.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 88.4 Study time may be used for:
- 88.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 88.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 88.4.3 Private study; and/or
 - 88.4.4 Accumulation, subject to the conditions specified in subclauses 88.6 to 88.10 of this clause.
- 88.5 Staff members 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:-
- 88.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 88.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 88.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 88.6 to 88.10 of this clause.
- 88.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 88.7 Staff members 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 staff member and the NSW Police Force.
- 88.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member 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.

- 88.9 Staff members 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.
- 88.10 Where a staff member 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.
- 88.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 88.12 Correspondence Courses - Study time for staff members 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.
- 88.13 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.
- 88.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 88.15 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.
- 88.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 88.17 The period granted as examination leave shall include:
- 88.17.1 Time actually involved in the examination;
- 88.17.2 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 staff member.
- 88.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 88.19 Study Leave - Study leave for full-time study is granted to assist those staff members 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.
- 88.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 88.21 Study leave shall be granted without pay, except where the Commissioner approves financial assistance. The extent of financial assistance to be provided shall be determined by the Commissioner according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 88.22 Where financial assistance is approved by the Commissioner 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 staff member.
- 88.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW Police Force may choose to identify courses or educational programmes of particular relevance or value and establish a NSW Police Force 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.

SECTION 9 - SHIFT WORK AND OVERTIME**89. Shift Work**

89.1 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 depending on the commencing times of shifts:

Day - at or after 6am and before 10 am	Nil
Afternoon - at or after 10am and before 1 pm	10.0%
Afternoon - at or after 1pm and before 4 pm	12.5%
Night - at or after 4pm and before 4 am	15.0%
Night - at or after 4am and before 6 am	10.0%

89.2 The loadings specified in subclause 89.1 of this clause shall only apply to shifts worked from Monday to Friday.

89.3 Weekends and Public Holidays - For the purpose of this clause where a shift is worked past midnight into or on a Saturday, Sunday or Public Holiday, payment is to be made at the rate applicable to the day on which the particular hours are worked.

89.4 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.

89.5 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.

89.6 Public Holidays: The following shall apply:

89.6.1 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;

89.6.2 A shift worker rostered off duty 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;

89.7 Annual leave shall accrue at the rate of four weeks per year, that is 20 working days plus 8 rest days.

89.8 Additional leave shall accrue on the following basis:

89.8.1

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

89.8.2 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.

- 89.8.3 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.
- 89.9 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 Commissioner.
- 89.10 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.
- 89.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 89.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 91, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 89.13 Time spent off duty may be calculated by determining the amount of time elapsed after:
- 89.13.1 The completion of an ordinary rostered shift; or
- 89.13.2 The completion of authorised overtime; or
- 89.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 89.14 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.

90. Overtime - General

- 90.1 A staff member may be directed by the Commissioner 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:
- 90.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 90.1.2 Any risk to staff member health and safety,
- 90.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the NSW Police Force and the effect on client services,
- 90.1.4 The notice (if any) given by the Commissioner regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- 90.1.5 Any other relevant matter.
- 90.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 90.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after the bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 12, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Commissioner to work more than 7 hours after finishing overtime or before commencing overtime.

- 90.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 90.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 90.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 90.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

91. Overtime Worked By Shift Workers

- 91.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 91.1.1 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.
 - 91.1.2 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.
 - 91.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - 91.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 91.2 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 duty.
- 91.3 The rest period off duty 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.

92. Overtime Worked By Day Workers

- 92.1 The provisions of this clause shall not apply to:
- 92.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 89, Shift Work and clause 91, Overtime Worked by Shift Workers of this award apply;
 - 92.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Commissioner and the Association;
 - 92.1.3 Staff members to whom overtime provisions apply under another industrial instrument;
 - 92.1.4 Staff members whose salary includes compensation for overtime;
 - 92.1.5 Staff members who receive an allowance in lieu of overtime; and
- 92.2 Rates - Overtime shall be paid at the following rates:
- 92.2.1 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 staff member's ordinary hours of duty, if working standard hours, or outside the

- bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 12, Local Arrangements of this award apply;
- 92.2.2 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;
- 92.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 92.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 92.3 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.
- 92.4 A staff member 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.
- 92.5 Rest Periods
- 92.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 92.5.2 Where a staff member, at the direction of the supervisor, 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.

93. Recall to Duty

- 93.1 A staff member recalled to work overtime after leaving NSW Police Force premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 93.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 93.3 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.
- 93.4 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.
- 93.5 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.
- 93.6 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.
- 93.7 This clause shall not apply in cases where it is customary for a staff member to return to NSW Police Force 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.

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

- 94.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 94.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 2 - Allowances of Part B Monetary Rates when directed by the NSW Police Force to be on call or on standby for a possible recall to duty outside the staff member's working hours;
 - 94.1.2 If a staff member who is on call and is called out by the NSW Police Force, the overtime provisions as set out in clause 91, Overtime Worked by Shift Workers or clause 92, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
 - 94.1.3 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.

95. Overtime Meal Breaks

- 95.1 Staff members not working flexible working hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 95.2 Staff member working flexible working hours - A staff member required to work overtime on weekdays beyond 6.00 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.
- 95.3 Staff Members Generally - A 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.

96. Overtime Meal Allowances

- 96.1 If an adequate meal is not provided by the NSW Police Force, a meal allowance shall be paid by the NSW Police Force at the appropriate rate specified in Item 19 of Table 2 - Allowances of Part B, Monetary Rates, provided the Commissioner is satisfied that:
- 96.1.1 the time worked is directed overtime;
 - 96.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - 96.1.3 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
 - 96.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 96.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Commissioner shall approve payment of actual expenses.
- 96.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

- 96.4 Receipts shall be provided to the Commissioner or delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 96.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Commissioner and the Association from negotiating different meal provisions under a local arrangement.

97. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Commissioner approves payment for directed overtime at the staff member’s salary or, where applicable, salary and allowance in the nature of salary.

98. Payment for Overtime Or Leave in Lieu

- 98.1 The Commissioner 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 with subclause 98.2 of this clause.
- 98.2 The following provisions shall apply to the leave in lieu:
 - 98.2.1 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;
 - 98.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - 98.2.3 The leave must be taken at the convenience of the NSW Police Force, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.
 - 98.2.4 The leave shall be taken in multiples of one (1) hour, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member’s section;
 - 98.2.5 Leave in lieu accrued in respect of overtime shall be given by the NSW Police Force and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Commissioner and the Association;
 - 98.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

99. Calculation of Overtime

- 99.1 Unless a minimum payment in terms of subclause 92.4 of clause 92, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- 99.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

- 99.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

99.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

99.5 Overtime is not payable for time spent travelling.

100. Provision of Transport in Conjunction With Working of Overtime

100.1 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 8.00p.m 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.

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

100.2 Arrangement of Overtime

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

100.3 Provision of Taxis

Where a staff member:

100.3.1 ceases overtime duty after 8.00 p.m., or

100.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift 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.

SECTION 10 - MISCELLANEOUS

101. Anti-Discrimination

101.1 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.

101.2 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.

101.3 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.

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

101.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;

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

- 101.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 101.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 101.5 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.
- 101.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 101.5.2 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."

102. Secure Employment

102.1 Work Health and Safety

- 102.1.1 For the purposes of this subclause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 102.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace 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.
- 102.1.3 Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

102.2 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.

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

103. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in the NSW Police Force or a section of the NSW Police Force 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.

104. Area, Incidence and Duration

104.1 This award shall apply to Administrative Officers and Temporary Employees as defined in the NSW Police Act 1990.

104.2 The changes made to the award 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) take effect on and from 20 June 2012.

104.3 Changes made to this award subsequent to it being published on 28 August 2009 (368 I.G. 1421) have been incorporated into this award as part of the review.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification and Grades	FPP 1.7.11 Per annum +2.5% \$
Armourer, Police	
1st year of service	62,814
2nd year of service	63,959
3rd year of service	65,376
4th year of service and thereafter	66,610
Senior Armourer, Police	
1st year of service	69,777
2nd year of service	71,256
3rd year of service and thereafter	73,284
Administrative and Clerical Clerks General Scale	
Clerks General Scale step 1	25,860
Clerks General Scale step 2	29,346
Clerks General Scale step 3	31,193
- 1st year of service or 18 years	
Clerks General Scale step 4	35,345

Minimum for: - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age	
- employee with Higher School Certificate Qualification at 19 years of age Clerks General Scale step 5 Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at	37,729
17 years of age - employee 20 years of age	
Clerks General Scale step 6	40,662
Minimum for employee 21 years of age	
Clerks General Scale step 7	41,771
Clerks General Scale step 8	43,539
Clerks General Scale step 9	44,329
Clerks General Scale step 10	45,428
Clerks General Scale step 11	47,108
Clerks General Scale step 12	48,816
Clerks General Scale step 13	50,619
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	52,784
Grade 1 1st year of service	53,407
Thereafter	54,977
Grade 2 1st year of service	56,509
Thereafter	58,060
Grade 3 1st year of service	59,705
Thereafter	61,505
Grade 4 1st year of service	63,425
Thereafter	65,376
Grade 5 1st year of service	70,480
Thereafter	72,702
Grade 6 1st year of service	75,552
Thereafter	77,767
Grade 7 1st year of service	80,096
Thereafter	82,491
Grade 8 1st year of service	85,928
Thereafter	88,660
Grade 9 1st year of service	91,303
Thereafter	93,870
Grade 10 1st year of service	97,702
Thereafter	100,613

Grade 11 1st year of service Thereafter	105,602 110,079
Grade 12 1st year of service Thereafter	116,974 122,128
Bar Manager, Police College 1st year of service Thereafter	53,000 53,967
Building Manager (Sydney Police Centre) 1st year of service 2nd year of service PT Building Manager Allowance	67,267 67,939 1,229
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of this award	
Clinical Pharmacologist	132,588
Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate Year 1A Year 1B Year 1C Year 1D Year 1E Year 1F Year 2 Year 3 Year 4	31,193 37,729 40,662 41,771 43,539 44,329 47,108 54,977 58,060
CSO Level 1 - Graduate Year 1A (Any degree) Year 1B (Degree - Computer Sciences) Year 2 Year 3	47,108 48,816 54,977 58,060
CSO Level 2 Year 1 Year 2 Year 3	61,505 65,376 72,702
CSO Level 3 Year 1 Year 2 Year 3 Year 4 Year 5 Year 6	75,552 77,767 80,096 82,491 85,928 88,660
CSO Level 4 Year 1 Year 2 Year 3 Year 4	91,303 93,870 97,702 100,613
CSO Level 5 Year 1 Year 2	105,602 110,079
CSO Level 6 Year 1 Year 2	116,974 122,128

Departmental Professional Officer	
Grade I -	
1st year of service	53,407
2nd year of service	55,509
3rd year of service	58,604
4th year of service	62,814
5th year of service	67,267
6th year of service and thereafter	71,256
Grade II -	
1st year of service	74,745
2nd year of service	76,961
3rd year of service	79,306
4th year of service and thereafter	82,491
Grade III -	
1st year of service	85,928
2nd year of service	88,660
3rd year of service	90,426
4th year of service and thereafter	93,870
Grade IV -	
1st year of service	97,702
2nd year of service and thereafter	99,640
Grade V -	
1st year of service	103,550
2nd year of service and thereafter	105,602
Grade VI -	
1st year of service	108,892
2nd year of service and thereafter	111,025
Grade VII	
1st year of service	114,457
2nd year of service and thereafter	116,974
Grade VIII -	
1st year of service	120,780
2nd year of service and thereafter	122,128
Director of Music (Police Band)	
1st year	72,702
2nd year	74,745
3rd year	76,961
4th year	79,306
5th year and thereafter	81,703
Loading	
1st year	7,270
2nd year	7,474
3rd year	7,696
4th year	7,931
5th year and thereafter	8,170
Car Drivers	
Driver/General Assistant	47,490
Departmental - Driver/Assistant	50,205
Police Executive Driver/Assistant	
1st year and thereafter	50,177
All incidence of employment allowance	46,430
Clothing Allowance \$600 per annum	
Driving Instructor	
1st year	65,855
2nd year	66,610
3rd year and thereafter	68,519
Engineer	

Grade I Diplomate Experience Since Qualifying	
In first year	53,407
After one year	55,509
After two years	58,604
After three years	62,814
After four years	67,267
After five years	71,256
Grade I Graduate Experience Since Qualifying	
In first year	55,509
After one year	58,604
After two years	62,814
After three years	67,267
After four years	71,256
Grade II	
1st year of service	75,552
2nd year of service	78,462
3rd year of service	80,902
4th year of service and thereafter	83,255
Grade III	
1st year of service	87,701
2nd year of service	90,426
3rd year of service	93,870
4th year of service and thereafter	96,742
Grade IV	
1st year of service	101,594
2nd year of service	104,575
3rd year of service and thereafter	106,651
Grade V	
1st year of service	111,025
2nd year of service and thereafter	113,212
Grade VI	
1st year of service	115,718
2nd year of service and thereafter	118,200
General Assistant (NSW Police Academy)	
1st year	41,420
2nd year	41,771
3rd year	42,563
4th year	43,539
5th year and thereafter	44,329
Groom, Mounted Police	
1st year	39,663
2nd year and there after	41,063
Imaging Technician	
1st year	59,705
2nd year	61,505
3rd year	63,425
4th year and thereafter	65,376
Interpreters and Translators	
Interpreter/Translator	58,604
Year 1	62,814
Year 2	67,267
Year 3	71,256
Year 4	74,745
Year 5	

Senior Interpreter/Translator	
Year 1	76,961
Year 2	79,306
Year 3	82,491
Legal Officers	
Grade I	
1st year of service	55,940
2nd year of service	58,060
3rd year of service	59,705
4th year of service	61,505
5th year of service	63,959
Grade II	
1st year of service	69,227
2nd year of service	72,702
3rd year of service	76,961
4th year of service	80,902
5th year of service	84,129
Grade III	
1st year of service	88,660
2nd year of service	91,303
3rd year of service	94,826
Grade IV	
1st year of service	101,594
2nd year of service	103,550
Grade V	
1st year of service	108,892
2nd year of service	111,025
Grade VI	
1st year of service	116,974
2nd year of service	119,439
Librarians and Archivists	
Grade 1	
Year 1	53,407
Year 2	56,509
Year 3	59,705
Year 4	63,425
Year 5	66,610
Year 6	69,777
Grade 2	
Year 1	72,702
Year 2	75,552
Year 3	79,306
Year 4	82,491
Grade 3	
Year 1	86,829
Year 2	89,511
Year 3	93,026
Year 4	96,742
Grade 4	
Year 1	99,640
Year 2	102,572
Year 3	105,602
Year 4	108,892
Grade 5	
Year 1	111,965
Year 2	115,718
Year 3	119,439
Year 4	123,491

Library Assistant	
Year 1	41,771
Year 2	44,329
Year 3	47,108
Year 4	50,619
Year 5	52,489
Library Technician	
Grade 1	
Year 1	53,407
Year 2	56,509
Year 3	59,705
Year 4	63,425
Grade 2	
Year 1	70,480
Year 2	72,702
Year 3	75,552
Year 4	79,306
Maintenance Attendant, Police Academy	
	42,563
Maintenance Officer Trades	
	63,425
Manager Trades	
1st year	88,660
2nd year and there after	89,511
On call Allowance (per hour)	0.84 p/h
Assistant Manager Trades	
1st year	72,702
2nd year and there after	74,080
On call Allowance	0.84 p/h
Pathology Exhibit Courier	
	48,816
Photogrammetrist	
General Scale	
1st year	31,193
2nd year	37,729
3rd year	40,662
4th year	41,771
5th year	43,539
6th year	44,329
7th year	45,428
8th year	47,108
9th year	48,816
10th year	50,619
11th year	53,407
12th year	54,977
13th year	56,509
14th year	58,060
Officer with HSC aged 19 and over paid not less than	
	35,345
Class 1	
1st year	59,705
2nd year	61,505
3rd year	63,425
4th year	65,376
Class 2	
1st year	70,480
2nd year	72,702

Class 3 1st year 2nd year	75,552 77,767
Class 4 1st year 2nd year	80,096 82,491
Class 5 1st year 2nd year	85,928 88,660
Class 6 1st year 2nd year	91,303 93,870
Class 7 1st year 2nd year	97,702 100,613
Public Relations Officer	
Assistant Publicity Officers 1st year of service 2nd year of service	60,329 62,085
Publicity Officers	
1st year of service 2nd year of service 3rd year of service and thereafter	66,610 68,519 69,777
Public Relations Officer	
Grade II 1st year of service 2nd year of service 3rd year of service and thereafter	79,306 80,902 82,491
Grade I 1st year of service 2nd year of service 3rd year of service and thereafter	93,026 94,825 96,742
Allowance in lieu of overtime (per annum)	
Radio Technician, 1st year of service 2nd year of service 3rd year of service and thereafter	53,967 54,416 55,509
Radio Technician, Senior	
1st year of service 2nd year of service and thereafter	59,121 59,705
Scientific Officer	
Grade I 1st year of service 2nd year of service 3rd year of service 4th year of service 5th year of service 6th year of service and thereafter	53,407 55,509 58,604 62,814 67,267 71,256
Grade II 1st year of service 2nd year of service 3rd year of service 4th year of service and thereafter	74,745 76,961 79,306 82,491
Grade III 1st year of service 2nd year of service 3rd year of service and thereafter	85,928 88,660 90,426

Grade IV	
1st year of service	94,826
2nd year of service	97,702
3rd year of service and thereafter	99,640
Grade V	
1st year of service	103,550
2nd year of service and thereafter	106,651
Grade VI	
1st year of service	110,079
2nd year of service	113,212
Senior Basement Attendant, Police Headquarters	
1st year of service	45,896
2nd year of service	46,657
3rd year of service	47,108
4th year of service and thereafter	47,936
Senior Officers	
Grade 1	
Year 1	136,651
Year 2	147,245
Grade 2	
Year 1	149,737
Year 2	160,294
Grade 3	
Year 1	165,658
Year 2	181,844
Stenographers and Machine Operators (Present Occupants Only)	
1st year (up to 17 years)	23,169
2nd year (or 17 years)	27,501
3rd year (or 18 years)	31,193
4th year (or 19 years)	35,345
5th year (or 20 years)	37,385
6th year (or 21 years)	41,420
7th year	42,563
8th year	43,967
9th year	47,490
10th year	48,324
11th year	49,693
12th year	50,619
Grade 1 -	
1st year	53,407
2nd year	54,977
Grade 2 -	
1st year	56,509
2nd year	58,060
Grade 3 -	
1st year	59,705
2nd year	61,505
Storeman Attendant	
Stores Officers	
Grade 1	
1st year of service	46,657
2nd year of service and thereafter	47,490
Grade 2	
1st year of service	47,936
2nd year of service and thereafter	48,324

Grade 3 1st year of service 2nd year of service and thereafter	48,816 49,282
Grade 4 1st year of service 2nd year of service 3rd year of service and thereafter	50,205 51,189 51,189
Technical Officer	
Grade 1 1st year of service 2nd year of service 3rd year of service 4th year of service 5th year of service	54,416 55,940 57,491 58,604 60,329
Grade 2 1st year of service 2nd year of service 3rd year of service 4th year of service	63,425 64,714 65,855 67,267
Grade 3 1st year of service and thereafter	71,866
Senior Technical Officer	
Grade 1 1st year of service 2nd year of service 3rd year of service	70,480 71,866 74,080
Grade 2 1st year of service 2nd year of service	76,290 78,462
Grade 3	81,703
Technical Officer, Maintenance Services	74,745
Technician	
Class 1 1st year of service 2nd year of service	50,619 52,102
Class 2 1st year of service 2nd year of service	54,977 56,509
Class 3 1st year of service 2nd year of service	59,705 60,889
Class 4 1st year of service 2nd year of service	62,085 62,814
Transport Officer	51,189
Transport Officer, Mechanical	
Year 1 Year 2 Year 3 Year 4	59,705 60,329 60,889 61,505
Uniform Fitter and Advisory Officer	49,282

Table 2 - Allowances**Effective 1 July 2011**

Item No.	Clause No.	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
	31.1.1	Breakfast	\$23.65
	31.1.2	Dinner	\$45.60
	31.1.3	Lunch	\$26.55
		Tier 2 and other country centres (see list in item 2)	
	31.1.1	Breakfast	\$21.15
	31.1.2	Dinner	\$41.65
	31.1.3	Lunch	\$24.20
2	28.8.2	Travelling allowances Capital cities	Per day
		Adelaide	\$270.10
		Brisbane	\$314.10
		Canberra	\$278.10
		Darwin	\$302.10
		Hobart	\$238.10
		Melbourne	\$286.10
		Perth	\$289.10
		Sydney	\$296.10
	28.8.2	High cost country centres	Per day
		Ballarat (VIC)	\$240.10
		Bendigo (VIC)	\$235.10
		Broome (WA)	\$335.60
		Bunbury (WA)	\$242.10
		Burnie (TAS)	\$238.10
		Cairns (QLD)	\$240.10
		Carnarvon (WA)	\$264.10
		Christmas Island (WA)	\$263.10
		Dampier (WA)	\$287.60
		Dalby (QLD)	\$246.60
		Derby (WA)	\$294.60
		Devonport (TAS)	\$241.60
		Echuca (VIC)	\$235.60
		Exmouth (WA)	\$307.10
		Geelong (VIC)	\$244.10
		Geraldton (WA)	\$259.10
		Gladstone (QLD)	\$251.60
		Gold Coast (QLD)	\$283.10
		Halls Creek (WA)	\$308.10
		Horn Island (QLD)	\$282.10
		Jabiru (NT)	\$311.10
		Kalgoorlie (WA)	\$282.60
		Karratha (WA)	\$398.10
		Katherine (NT)	\$233.60
		Kununurra (WA)	\$295.10
		Launceston (TAS)	\$239.60
		Mackay (QLD)	\$266.10
		Maitland (NSW)	\$244.60
		Mount Isa (QLD)	\$271.60
		Newcastle (NSW)	\$255.60
		Newman (WA)	\$308.10

		Norfolk Island	\$302.60
		Port Pirie (SA)	\$248.10
		Port Hedland (WA)	\$383.10
		Thursday Island (QLD)	\$293.10
		Townsville (QLD)	\$247.60
		Weipa (QLD)	\$251.10
		Wilpena-Pound (SA)	\$257.10
		Wollongong (NSW)	\$241.10
		Wonthaggi (VIC)	\$235.10
		Yulara (NT)	\$453.10
	28.8.2	Tier 2 country centres	Per day
		Albany (WA)	\$224.30
		Alice Springs (NT)	\$224.30
		Ararat (VIC)	\$224.30
		Armidale (NSW)	\$224.30
		Bairnsdale (VIC)	\$224.30
		Bathurst (NSW)	\$224.30
		Bordertown (SA)	\$224.30
		Bright (VIC)	\$224.30
		Broken Hill (NSW)	\$224.30
		Bundaberg (QLD)	\$224.30
		Castlemaine (VIC)	\$224.30
		Ceduna (SA)	\$224.30
		Cocos (Keeling) Islands	\$224.30
		Coffs Harbour (NSW)	\$224.30
		Cooma (NSW)	\$224.30
		Dubbo (NSW)	\$224.30
		Emerald (QLD)	\$224.30
		Esperance (WA)	\$224.30
		Gosford (NSW)	\$224.30
		Goulburn (NSW)	\$224.30
		Hamilton (VIC)	\$224.30
		Hervey Bay (QLD)	\$224.30
		Horsham(VIC)	\$224.30
		Innisfail (QLD)	\$224.30
		Kadina (SA)	\$224.30
		Kingaroy(QLD)	\$224.30
		Mildura (VIC)	\$224.30
		Mount Gambier (SA)	\$224.30
		Mudgee (NSW)	\$224.30
		Muswellbrook (NSW)	\$224.30
		Naracoorte (SA)	\$224.30
		Orange (NSW)	\$224.30
		Port Augusta (SA)	\$224.30
		Portland (VIC)	\$224.30
		Port Lincoln (SA)	\$224.30
		Port Macquarie (NSW)	\$224.30
		Queanbeyan (NSW)	\$224.30
		Renmark (SA)	\$224.30
		Rockhampton (QLD)	\$224.30
		Roma (QLD)	\$224.30
		Seymour (VIC)	\$224.30
		Swan Hill (VIC)	\$224.30
		Tamworth (NSW)	\$224.30
		Tennant Creek (NT)	\$224.30
		Toowoomba (QLD)	\$224.30
		Tumut (NSW)	\$224.30

		Wagga Wagga (NSW)	\$224.30
		Warrnambool (VIC)	\$224.30
		Whyalla (SA)	\$224.30
	28.8.2	Other country centres	Per Day \$204.30
	28.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	\$17.30 50% of the appropriate location rate
3	28.8.1	Incidental expenses	\$17.30
4		Camping allowance	Per night
	36.2.1	Established camp	\$28.55
	36.2.1	Non established camp	\$37.75
	36.2.2	Additional allowance for staff who camp in excess of 40 nights per year	\$9.00
5	37.2	Composite allowance (per day)	\$136.10
6		Use of private motor vehicle	Cents per kilometre
	38.3	Official business	
		Engine capacity-	
		2601cc and over	75.0
		1601cc-2600cc	74.0
		1600cc or less	63.0
	38.3	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.0
		1601cc-2600cc	29.6
		1600cc or less	25.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	31.5
	38.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.75
7		Camping equipment allowance	Per night
	40.2	Camping equipment allowance	\$28.20
	40.3	Bedding and sleeping bag	\$4.70
8		Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	\$1806pa
	41.2.2	- Grade B	\$2396 pa
	41.2.3	- Grade C	\$3199 pa
		Without dependants	
	412.1	- Grade A	\$1260 pa
	41.2.2	- Grade B	\$1679 pa
	41.2.3	- Grade C	\$2240 pa
9	42.1	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$44.55
		Other transport - with dependants	Actual reasonable expenses in excess of \$44.55 and up to \$298.25
		Other transport - without dependants	Actual reasonable expenses in excess of \$44.55 and up to \$147.30

		Rail travel	Actual rail fare less \$44.55
10	43	Insurance cover	Up to \$A 1,173
11	44.2	Exchanges	Actual cost
12	45.1	Room at home used as office	\$823pa
13	94.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2011)	0.84 per hour
14	47	Flying allowance (effective ffpp on or after 1 July 2011)	\$17.90 per hour
15	48.1	Uniforms, protective clothing and laundry allowance	\$4.35 per week
16	50.1	Garage and carport allowance - Garage allowance - Carport allowance	Per annum \$582pa \$129 pa
17	51.1	Community language allowance scheme (effective ffpp on or after 1 July 2011) - Base Level Rate - Higher Level Rate	Per annum \$1194 pa \$1794 pa
18	52.1	First aid allowance (effective ffpp on or after 1 July 2011) - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$769 pa \$1155 pa
19	96.1	Overtime meal allowances Breakfast Lunch Dinner	Effective 1 July 2011 \$26.45 \$26.45 \$26.45

NB: In adjusting expense related and salary 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).

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - PARKS AND WILDLIFE GROUP) FIELD OFFICERS
AND SKILLED TRADES SALARIES AND CONDITIONS 2011
REVIEWED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 212 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

1. Arrangement

PART A

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PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

2. Title

This Award shall be known as Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2011 Reviewed Award.

2. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

"Act" means the *Public Sector Employment and Management Act, 2002*.

"Allocated Days Off" means the day/s that the officer who works set patterns of hours as detailed in this award has off each settlement period as a result of that officer accruing the necessary hours.

"Area Manager", means the officer who manages the parks, resources and officers of an Area and reports to a Regional Manager.

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

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means Chief Executive of the Office of Environment and Heritage.

"Contract hours" for the day for a full time officer, means one fifth of the full time 35 hours, as defined in this award. For a part time officer, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Department" means Department of Premier and Cabinet.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Director-General" means Director-General, Department of Premier and Cabinet.

"Dispute" is a disagreement between officers and the OEH concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an officer either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both departmental responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a duty officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employer for Industrial Purposes" means the Director-General, Department of Premier and Cabinet.

"Employer for all purposes other than Industrial" means the Chief Executive of the Office of Environment and Heritage.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an officer's normal work location, and which precludes the officer from returning to his normal place of abode at the conclusion of each shift.

Field Officer (Bush Fire Management Program) Classifications are for the Bush Fire Management Funding Program 2010.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or delegate. (N.B. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is OEH participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6.00 a.m. to 8.00 p.m.

"Nominated working place" means the location where an officer normally commences work.

"OEH" means Office of Environment and Heritage.

"Office" means Office of Environment and Heritage (OEH).

"Officer" means an employee in the Parks and Wildlife Group of the Office of Environment and Heritage including those employed on a temporary basis but does not include those employed under individual contracts

through employment agencies, officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries) Award 2004 or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

"Ordinary working hours" means the average number of hours the officer is required to work each week.

"Public Service Commission" means the office created under Part 1.3 of the *Public Sector Employment and Management Act 2002*.

"PWG" means the Parks and Wildlife Group of the Office of Environment and Heritage.

"Regional Manager" means the officer who manages the parks, resources and officers of a Region and reports to a Branch Director of PWG.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the OEH, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an officer who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6.00 a.m.- 8.00 p.m.

"Standby" means an approved period of time outside normal working hours, when officers, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the officer's immediate supervisor or manager or any other officer authorised by the Chief Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Officer" means any officer engaged in terms of Chapter 2, Part 2.4 Temporary Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

4. Parties

4.1 The "Parties" to this Award are:

- (i) Director-General, Department of Premier and Cabinet for the Office of Environment and Heritage (OEH);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

5. Salaries

5.1 The salary rates paid to officers covered by this award are specified in Tables 1 & 2 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications and provide for:

2.5% increase from the first full pay period on or after 1 July 2011.

The increase referred to above, insofar as they apply from the first full pay period on or after 1 July 2011, shall be paid to employees as at the date of the making of this Award

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.3 The salary rates are all inclusive of the following allowances:

- (a) Diving
- (b) Kosciusko
- (c) Dry Cleaning
- (d) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2008 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades staff under this award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

6.1 The entitlement to salary package in accordance with this clause is available to:

- (i) permanent full-time and part-time officers;
- (ii) temporary officers, subject to OEH convenience; and
- (iii) casual employees, subject to the OEH convenience, and limited to salary sacrifice to superannuation in accordance with subclauses 6.7-6.9.

6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the officer's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"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-HELP payments, child support payments, and judgement debtor/garnishee orders.

6.3 By mutual agreement with the Chief Executive, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- 6.3.1 a benefit or benefits selected from those approved by the Director-General of Department of Premier and Cabinet; and
- 6.3.2 an amount equal to the difference between the officer's salary, and the amount specified by the Director-General of Department of Premier and Cabinet for the benefit provided to or in respect of the officer in accordance with such agreement.

6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 6.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 6.7.2 where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 6.7.3 subject to the OEH's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer makes an election to salary sacrifice, the OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the OEH must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the OEH 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 OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the officer makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under Part B Monetary Rates this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Director-General, Department of Premier and Cabinet may vary the range and type of benefits available from time to time following discussion with the unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Director-General, Department of Premier and Cabinet will determine from time to time the value of the benefits provided following discussion with the unions. Such variations shall apply to any existing or

future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

7. Allowances

7.1 Allowances payable in terms of clauses 7.2, 7.3 and 7.4 listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

7.2 Boot Allowance

A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the OEH. The allowance is to be a maximum of \$154.70 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of PWG.

7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

(i) where meals are provided by the OEH, \$67.68 or \$2.82 per hour

(ii) where meals are not provided by the OEH, \$108.24 or \$4.51 per hour

7.3.4 The OEH will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate officers for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. 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. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in subclause 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	4,066.11	2,845.84
B	5,421.48	3,794.82
C	6,776.88	4,743.80

To be paid from the first full pay period to commence on or after 1 July 2011.

Table 2

Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B" is payable to officers living in the following locations:
Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka

Grade "C" is payable to officers living in the following locations:
Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should officers be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the unions.

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services managed by PWG

7.5.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would the OEH require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$26.43 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

8. Standby Arrangements - Including Standby Associated With Declared Incidents

- 8.1 Standby roles - officers may be directed to be on standby as a:
- (i) Duty Officer - either for general standby or associated with a declared incident (refer to definitions clause); or
 - (ii) General standby - an officer appointed on standby to respond to after hours duty as required.
- 8.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.
- 8.3 Duty Officer support - a Duty Officer may have access to departmental after hours contact lists, an OEH vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an officer, can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 8.5 Standby rates
- 8.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

9. Higher Duties

- 9.1 Officers who relieve in a higher position for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the officer's salary. The proportions shall depend on the range and level of duties performed in the position. Where the position is vacant, an officer relieving in the position shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant position and the officer's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the positions.
- 9.2 The terms and conditions of the higher duties apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

10. Appointment

- 10.1 Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the Public Sector Employment and Management Act 2002.

- 10.2 Appointment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

11. Progression

11.1 General

11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.

11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.

11.2 Progression and competency applications for Field Officer classification.

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

12. Project Teams

12.1 The Chief Executive or nominee may request officers to perform work in a designated project team.

12.2 An officer may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the officer shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An officer working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

13. Hours of Work

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6 a.m. and 8 p.m.

13.3.2 Officers, except those in positions under the Field Officer classification, may only be rostered to work ordinary hours between 6 p.m. and 8 p.m., when the officer agrees.

- 13.3.3 The standard coretime shall be between the hours of 9.30a.m. and 3.30p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of Crown Employees (Public Service Conditions Award 2009)
- 13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8.30a.m. and 4.30p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.
- 13.3.5 Pattern of hours is the way hours are worked each settlement period; e.g., start/finish times and days of the week for 7 day roster workers.
- 13.3.6 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the OEH, the needs of officers and the provision of services to the OEH's customers.
- 13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 13.3.8 Hours of work for positions and/or classifications will be as set out in clause 13.4.
- 13.3.9 No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 13.3.10 Permanent changes to the pattern of hours for an officer are subject to consultation with the officer and/or the Union.
- 13.4 Ordinary hours of work may be organised as follows:
- 13.4.1 Monday to Friday Workers
- Ordinary hours to be worked from Monday to Friday (inclusive).
- Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause. 15, Overtime - General, of this Award.
- 13.4.2. Defining Monday to Friday Workers
- (i) A Review Committee will be established for the purpose of determining the number, if any, of positions to be reclassified from Seven Day Roster positions to Monday to Friday Day positions in each region based on principles agreed between the parties including operational needs.
 - (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
 - (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
 - (iv) New employee(s) will only be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 13.4.2 (i) and (iii).
 - (v) Disputes arising from the process will be dealt with pursuant to clause 39, Industrial Grievance Procedure.

13.4.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a position being reclassified from Monday to Friday to a Seven Day Roster position will be made by the OEH on the basis that:
 - (a) Where an employee employed in a Monday to Friday position performs work on more than:
 - 23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the OEH (and the OEH will not unreasonably withhold agreement) to have the position converted to a Seven Day Roster Worker position that attracts the loading; or
 - (b) By agreement between the local manager and delegate, a Monday to Friday Day position is converted to a Seven Day Roster position.
- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in clause 13.4.6 below.

13.4.4 Temporary Field Officer - Bushfire Management Program

- (i) This clause contains temporary arrangements for the Enhanced Bush Fire Management Program of 2010. These arrangements will apply for a limited period of 3 years expiring on 30 June 2014 and may be extended for a defined period by agreement between the AWU and management.
- (ii) Field Officers - Bushfire Management Program, Senior Field Officers - Bushfire Management Program, Field Supervisors - Bushfire Management Program and Senior Field Supervisors - Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in clause (ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in clause (ii) can be converted to a Seven Day Roster Worker position in accordance with clause 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive position as a Seven Day Roster Worker, they will be entitled to loading pursuant to clauses 13.4.5 (vii) or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster positions vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

13.4.5. Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 13.4.5 (ii) except where subclauses 13.4.2, 13.4.3 and 13.4.4 apply.

- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to clause 13.4.6. Current employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.
- (iv) Ordinary hours for officers are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6 a.m. to 8 p.m., unless otherwise agreed to between the OEH and the officer concerned.
- (v) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Officers working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the OEH and the officer concerned.
- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster positions for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an officer agrees to work more than the maximum specified in subclauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Officers referred to in (vii) or (viii) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

Table 3

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

13.4.6 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) clause 13.4.2 being satisfied; and,
 - (b) with written approval from the OEH.

- (ii) Prior to externally advertising a vacant Seven Day Roster position of the same classification that attracts the loading, the position will:

In the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;

If no employees that have previously opted out accept the offer to opt back in, the position will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

13.4.7 Set Pattern of Hours

- (i) These provisions apply to officers who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6.00 a.m. and 8.00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
 - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
 - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks notice prior to the commencement of this arrangement shall be given to the Regional Manager where possible, and 2 weeks notice of its cessation,
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

14. Variation of Hours

- 14.1 Where the OEH directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between the OEH and the officers within the bandwidth, no penalty is paid.
- 14.3 Where the OEH provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the OEH does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the officer requests a variation to hours and/or days and this is agreed by the OEH, no loading shall be paid.

- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6am to 10pm. The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours notice without the payment of the additional 25% loading penalty

15. Overtime - General

15.1 General

15.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Department; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

15.2 Overtime at Home

15.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

16. Meal Breaks

16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

17. Rest Breaks

17.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time.

17.2 Officers required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.

- 17.3 Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.
- 17.4 Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.
- 17.5 Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18. Temporary, Casual and School Based Apprentices Work Arrangements

- 18.1 Temporary officers and casual employees will be employed by the Department in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.
- 18.2 Temporary Officers
- 18.2.1 Temporary officers may be employed by the OEH on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.
- 18.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.
- 18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 18.3 Casual Employees
- 18.3.1 Casual employees shall be engaged by the OEH on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 18.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
 - (ii) Rate for Monday to Friday = base hourly rate plus 25%
 - (iii) Rate for Saturday = base hourly rate plus 58%
 - (iv) Rate for Sunday = base hourly rate plus 83%
 - (v) Rate for Public Holidays = base rate plus 158%

The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, Casuals shall also receive the benefit of leave entitlements in accordance with Clause 12 (iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

18.3.7 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

18.4 School Based Apprentices

18.4.1 Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause 18.4.2 (i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

18.4.3 Conversion from a school based apprentice to a full time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

19. Part-Time Work Arrangements

- 19.1 Part-time work may be available to:
- 19.1.1 permanent and temporary officers who wish to work part-time in an existing position;
 - 19.1.2 existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;
 - 19.1.3 Officers recruited and appointed to a position where the approved hours are less than fulltime.
- 19.2 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

20. Job Sharing

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 The OEH will support officers sharing a position provided that the:
- 20.2.1 arrangement is fair and equitable to the officers involved;
 - 20.2.2 officers involved in the job sharing arrangement agree to the arrangement;
 - 20.2.3 arrangement can be on a permanent or temporary basis;
 - 20.2.4 arrangement is in the best interests of the smooth functioning of the OEH, ensuring that customer/client OEH relationship is maintained.
- 20.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

21. Public Holidays and Public Service Holiday

- 21.1 General
- 21.1.1 Unless directed to attend for duty by the Chief Executive or delegate, an officer is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the Director-General of Department of Premier and Cabinet (this replaces the Union Picnic Day).

21.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.

21.2 Monday to Friday Workers

21.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with clause 15, Overtime - General.

21.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

21.3 Seven Day Roster Workers

21.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13, Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13, Hours of Work or clause 15, Overtime - General, as is appropriate.

21.3.3 Provisions of clause 21.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

22. Leave

22.1 General

22.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award, and

The OEH's policies as agreed and reviewed from time to time.

22.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

23. Recreation Leave and Annual Leave Loading

23.1 Recreation Leave

23.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.

23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

24. Family and Community Service Leave

24.1 The application of Family and Community Service Leave for officers covered by this award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

25. Excess Travel Time

25.1 Excess Travel Time shall be regulated in accordance with the provisions of Clause 27 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

26. Contact With Officers on Parental and Maternity Leave

26.1 All parties agree to implement the provisions of sub-clause 75.20 of the Crown Employees (Public Service Conditions of Employment) Award 2009 which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

26.2 It is recognised that some officers may not wish to keep in contact with the OEH while they are on leave.

27. Incident Conditions

27.1 General

27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.

27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.

27.1.3 Adjustments to hours will be carried forward to the next settlement period.

27.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the OEH's Fire Management Manual as varied from time to time.

27.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off as in subclause 27.2.5.

27.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in clause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an officer is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Officers required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the OEH's job evaluation process. Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

	1/07/2008 \$	1/7/2009 \$	1/7/2010 \$	1/7/2011 \$
Crew Member	48,928	50,885	52,920	54,243
Crew Leader	54,972	57,171	59,458	60,944
Sector Commander	61,025	63,466	66,005	67,655
Divisional Commander	69,112	71,876	74,751	76,620
Operations Officer	74,205	77,173	80,260	82,267
Planning Officer	74,205	77,173	80,260	82,267
Logistics Officer	91,898	95,574	99,397	101,882
Incident Controller	101,849	105,923	110,160	112,914
Deputy Incident Controller				
Safety Officer				
Situation Officer				
Situation Unit Leader				
Resource Officer				
Resource Unit Leader				
Air Attack Supervisor				
Air Operations Manager				
Air Observer				
Airbase Manager				

27.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2012) Award or any successor instrument to that award.

27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of Clause 15, Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No officer shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g., 30-45 minutes. Where meals are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

27.7 Family and Dependent Care During Incident Conditions

27.7.1 The OEH will compensate officers for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

27.7.2 The OEH will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.

27.8 Provision of meals and accommodation whilst working on Incident

27.8.1 The OEH will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.

27.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.

27.8.4 Wherever possible officers will be allowed to return home or the OEH will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

27.9 Standby Associated with Incidents

27.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.

28. Working from Home

28.1 Supervisors may allow officers to work from home: however, working from home is not to be a routine arrangement.

28.2 Officers covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to officers where:

28.3.1 family members are sick; or

28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;

28.3.3 for weekend and night emergency incident management; and

28.3.4 the nature of the work allows for it.

- 28.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).
- 28.5 When working at home, officers must ensure that they are contactable by their office.
- 28.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

29. Dependent Care

- 29.1 Where dependents of the officer are sick and require care, the OEH will continue to support the officer in the following ways:
- 29.1.1 In accordance with Clause 74 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that award; or
- 29.1.2 Where circumstances allow, an officer may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 The OEH will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable officers to attend residential training and development activities.
- 29.4.2 To officers required to work during emergency situations.
- 29.4.3 To ensure that officers are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 The OEH will compensate the officer for additional dependent care expenses relating to hours worked during the incident.

30. Families and Field Work

- 30.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 30.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

31. Training and Development

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the OEH.
- 31.2 The training and development of officers covered by this Award will be linked to the Work and Development System or any replacement Performance Management System agreed to by the parties.

Work and Development Plans will be established through the system and be relevant to the officer's current position and their future career path.

- 31.3 All training and development will be managed and conducted in accordance with the OEH's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

32. Study Assistance

32.1 The OEH will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.

32.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook or subsequent revision.

32.2.1 The following costs associated with courses -

- (i) Higher Education Contribution Help Scheme fee; or
- (ii) TAFE compulsory fees; or
- (iii) Compulsory post-graduate fees; or
- (iv) Compulsory full fee paying course fees

will be reimbursed by the OEH in accordance with the guidelines following.

32.3 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:

- (i) is their first qualification as an officer of the OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive; or
- (ii) is their second or successive qualification as an officer of the OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive.

32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause 32.3(i) or \$12,000 in respect of subclause 32.3 (ii) of this clause, where other requirements have been met as in clause 32.6 below.

32.5 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the OEH, approval may be given for a maximum of eight annual approvals as set out in 32.4 above.

32.6 To be eligible to receive a refund, an officer must:

- (i) have been employed in the OEH prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
- (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
- (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.

- 32.7 Officers who receive prior approval for study assistance for a particular course, or qualification under the PWG policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under 32.3 (ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under clause 32.3(i) any subsequent application for study assistance will be treated as a second application under subclause 32.3 (ii) of this clause.
- 32.9 The costs associated with courses as outlined in sub-clause 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

33. Training Competency

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

34. Engagement of Contractors

- 34.1 The OEH is committed to establishing a consultative process regarding the use, including supervision, of contractors by the OEH. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

35. Anti-Discrimination

- 35.1 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.
- 35.2 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.
- 35.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 35.4 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.

35.5 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.

35.6 NOTES

35.6.1 Employers and officers may also be subject to Commonwealth anti-discrimination legislation.

35.6.2 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."

36. Redundancy Entitlements

36.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Excess Employees Policy in the NSW Public Sector, as varied from time to time.

37. Workplace Environment

37.1 The OEH will ensure that all officers are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the Work Health and Safety Act 2011.

37.2 While there are no requirements for office workplaces, the OEH agrees to provide officers covered by this Award with reasonable conditions and space.

37.3 Smoking is prohibited at all indoor PWG workplaces and in OEH vehicles.

38. Housing

38.1 The parties agree to consult on future issues related to OEH-owned housing including the preparation of briefs for valuers.

38.2 All officers occupying a OEH house will be required to sign a tenancy agreement.

39. Industrial Grievance Procedure

39.1 General

39.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

39.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.

39.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the OEH may be represented by an industrial organisation of employers, and the officers of the OEH may be represented by an industrial organisation of officers.

39.1.4 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

39.2 Steps to Resolve Industrial Grievances or Disputes

39.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of the OEH and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act, I*.

40. Deduction of Union Membership Fees

- 40.1 Each Union shall provide the OEH with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 40.2 The Union(s) shall advise the OEH of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the OEH at least one month in advance of the variation taking effect.
- 40.3 Subject to 40.1 and 40.2 above, the OEH shall deduct Union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with its rules of membership, provided that the officer has authorised the OEH to make such deductions.
- 40.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to officers' Union membership accounts.
- 40.5 Unless other arrangements are agreed by the OEH and the Union (s), all Union membership fees shall be deducted on a fortnightly basis.
- 40.6 Where an officer has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

41. Saving of Rights

- 41.1 No officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

42. No Extra Claims

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

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.

43. Area, Incidence and Duration

- 43.1 This Award will apply to officers and casual employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the Parks and Wildlife Group of the Office of Environment and Heritage.
- 43.2 This Award will not apply to officers:
- (i) that transferred to the OEH where these officers occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) that are employed in the Senior Executive Service (SES); or
 - (iii) that are employed in the Botanic Gardens Trust; or
 - (iv) whose conditions of employment are determined by the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award or any successor instrument to that Award including officers who are occupying Field Officer classifications where the position description specifies the position's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
 - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2011 or any successor instrument to that Agreement.
- 43.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award 2009, or any successor instrument to that Award apply to officers covered by this Award.
- 43.4 The Award shall take effect on and from 1 July 2011 and shall remain in force until 30 June 2012, this being the term of the original Award
- 43.5 This Award rescinds and replaces the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2009 Award published 18 November 2011 (371 I.G. 974) and all other variations made to this Award.

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING			
	ANNUAL SALARY \$ ROUNDED			
	1 July 2008	1 July 2009	1 July 2010	1 July 2011
	\$	\$	\$	\$
TRADESPERSON				
Tradesperson Level 1	49,475	51,454	53,512	54,850
Tradesperson Level 2	51,025	53,066	55,189	56,569
Tradesperson Level 3	52,814	54,927	57,124	58,552
Tradesperson Level 4	55,573	57,796	60,108	61,611
Tradesperson Level 5 yr 1	56,285	58,536	60,877	62,399
Tradesperson Level 5 yr 2	59,357	61,731	64,200	65,805
Electronics Tradesperson	62,324	64,817	67,410	69,095
TRADES APPRENTICE YEAR (PERCENTAGE)				
1st Year (50%)	24,738	25,728	26,757	27,426
2nd Year (60%)	29,685	30,873	32,107	32,910
3rd Year (75%)	37,107	38,591	40,135	41,138
4th Year (85%)	42,054	43,736	45,485	46,622

Competency Criteria for Skilled Trades

Level 1 Base trade. Appointees to this level must have appropriate trade qualifications.

Level 2 Base trade plus the ability to perform general park maintenance duties, when required.

Level 3 A tradesperson who is able to:
 work with the minimum amount of supervision
 work with the minimal amount of technical direction
 solve technical problems
 meet deadlines
 ensure quality control of work; and
 perform general park maintenance duties when required.

Level 4 Senior Tradesperson
 is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or
 supervises the work of other tradespersons, including setting work priorities and allocating tasks.

Level 5 Appointment to this level is by competitive selection to advertised vacancies.

This level includes the Maintenance Supervisor position, which is responsible for the field officers of a district.

A trade position which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a position at this level.

Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

Table 2 - Salary Schedule For Field Officer Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING ANNUAL SALARY \$ ROUNDED			
	1 July 2008 \$	1 July 2009 \$	1 July 2010 \$	1 July 2011 \$
AWU classification - Officers employed from 4/8/05				
Field Officer Base Grade 1/2 - AWU				
Field Officer Base Grade 1 yr1- AWU	37,084	38,567	40,110	41,113
Field Officer Base Grade 1 yr2- AWU	38,020	39,541	41,123	42,151
Field Officer Base Grade 2 yr1- AWU	38,898	40,454	42,072	43,124
Field Officer Base Grade 2 yr2- AWU	40,712	42,340	44,034	45,135
Field Officer Grade 1/4				
Field Officer Grade 1 yr1	37,084	38,567	40,110	41,113
Field Officer Grade 1 yr2	38,020	39,541	41,123	42,151
Field Officer Grade 2 yr1	38,898	40,454	42,072	43,124
Field Officer Grade 2 yr2	40,712	42,340	44,034	45,135
Field Officer Grade 3A yr1	46,455	48,313	50,246	51,502
Field Officer Grade 3A yr2	47,274	49,165	51,132	52,410
Field Officer Grade 4A yr1	48,597	50,541	52,563	53,877
Field Officer Grade 4A yr2	49,475	51,454	53,512	54,850
AWU classification - Existing officers employed prior to 4/8/05				
Field Officer Grade 1/4				
Field Officer Grade 1 yr1	42,876	44,591	46,375	47,534
Field Officer Grade 1 yr2	43,677	45,424	47,241	48,422
Field Officer Grade 2 yr1	44,333	46,106	47,950	49,149
Field Officer Grade 2 yr2	45,182	46,989	48,869	50,091
Field Officer Grade 3A yr1	46,455	48,313	50,246	51,502
Field Officer Grade 3A yr2	47,274	49,165	51,132	52,410
Field Officer Grade 4A yr1	48,597	50,541	52,563	53,877
Field Officer Grade 4A yr2	49,475	51,454	53,512	54,850
Field Officer Grade B3/B4				
Field Officer Grade 3B yr1	46,455	48,313	50,246	51,502
Field Officer Grade 3B yr2	47,274	49,165	51,132	52,410

Field Officer Grade 4B yr1	48,597	50,541	52,563	53,877
Field Officer Grade 4B yr2	49,475	51,454	53,512	54,850
Senior Field Officer/Senior Field Officer Plant Grade 1/2				
Snr Field Off/SFO Plant Gr1 yr1	50,573	52,596	54,700	56,068
Snr Field Off/SFO Plant Gr1 yr2	51,433	53,490	55,630	57,021
Snr Field Off/SFO Plant Gr2 yr1	52,474	54,573	56,756	58,175
Snr Field Off/SFO Plant Gr2 yr2	53,571	55,714	57,943	59,392
Field Supervisor Grade 1/2				
Field Supervisor Gr 1 yr1	55,410	57,626	59,931	61,429
Field Supervisor Gr 1 yr2	56,680	58,947	61,305	62,838
Field Supervisor Gr 2 yr1	57,949	60,267	62,678	64,245
Field Supervisor Gr 2 yr2	59,220	61,589	64,053	65,654
Senior Field Supervisor Grade 1/2				
Snr Field Supervisor Gr 1 yr1	64,249	66,819	69,492	71,229
Snr Field Supervisor Gr 1 yr 2	65,828	68,461	71,199	72,979
Snr Field Supervisor Gr 2 yr1	67,408	70,104	72,908	74,731
Snr Field Supervisor Gr 2 yr 2	68,986	71,745	74,615	76,480

Progression Criteria For Field Officer Classification

Progression Criteria

Field Officers

All Field Officer positions shall be at the level of Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency for plant used

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Field Officer (Plant) Grade 4

Progression to this classification has ceased.

Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
- (b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
- (c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
- (c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Appointment to the level of Senior Field Supervisor shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - PARKS AND WILDLIFE GROUP) FIELD OFFICERS
AND SKILLED TRADES SALARIES AND CONDITIONS 2012 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 638 of 2012)

Before The Honourable Justice Backman

29 June 2012

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	Standby Arrangements - Including Standby associated with Declared Incident
9.	Higher Duties
10.	Appointment
11.	Progression
12.	Project Teams
13.	Hours of Work
14.	Variation of Hours
15.	Overtime - General
16.	Meal Breaks
17.	Rest Breaks
18.	Temporary, Casual and School Based Apprentices Work Arrangements
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PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

2. Title

This award shall be known as Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2012 Award.

3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

"Act" means the *Public Sector Employment and Management Act, 2002*.

"Allocated Days Off" means the day/s that the officer who works set patterns of hours as detailed in this award has off each settlement period as a result of that officer accruing the necessary hours.

"Area Manager", means the officer who manages the parks, resources and officers of an Area and reports to a Regional Manager.

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

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Contract hours" for the day for a full time officer, means one fifth of the full time 35 hours, as defined in this award. For a part time officer, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Department" means, from 4 April 2011, the Office of Environment and Heritage within the Department of Premier and Cabinet (which was established following the abolition of the Department of Environment, Climate Change and Water) as a result of the Public Sector (Employment and Management) Departments Order 2011.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Director General" means Chief Executive of the Office of Environment and Heritage.

"DPE" means the Director, Public Employment, as established under the *Public Sector Employment and Management Act, 2002*.

"Dispute" is a disagreement between officers and the Department concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an officer either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both departmental responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a duty officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employer for Industrial Purposes" means the Director, Public Employment.

"Employer for all purposes other than Industrial" means the Chief Executive of the Office of Environment and Heritage.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an officer's normal work location, and which precludes the officer from returning to his normal place of abode at the conclusion of each shift.

Field Officer (Bush Fire Management Program) Classifications are for the Bush Fire Management Funding Program 2010.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Director General or delegate. (N.B. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is Departmental participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6.00 a.m. to 8.00 p.m.

"Nominated working place" means the location where an officer normally commences work.

"Officer" means an employee in the Parks and Wildlife Group of the Department including those employed on a temporary basis but does not include those employed under individual contracts through employment agencies, officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries 2004)

Award or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

"Ordinary working hours" means the average number of hours the officer is required to work each week.

"PWG" means the Parks and Wildlife Group of the Office of Environment and Heritage.

"Regional Manager" means the officer who manages the parks, resources and officers of a Region and reports to a Branch Director of PWG.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the Department, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an officer who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6.00 a.m.- 8.00 p.m.

"Standby" means an approved period of time outside normal working hours, when officers, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the officer's immediate supervisor or manager or any other officer authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Officer" means any officer engaged in terms of Chapter 2, Part 2.4 Temporary Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Unions" mean The Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

4. Parties

4.1 The "Parties" to this Award are:

- (i) Director, Public Employment for the Office of Environment and Heritage (OEH);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

5. Salaries

5.1 The salary rates paid to officers covered by this award are specified in Tables 1 & 2 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications and provide for:

2.5% increase from the first full pay period on or after 1 July 2012.

The increase referred to above, insofar as they apply from the first full pay period on or after 1 July 2012, shall be paid to employees as at the date of the making of this Award

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.3 The salary rates are all inclusive of the following allowances:

- (a) Diving
- (b) Kosciusko
- (c) Dry Cleaning
- (d) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2008 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades staff under this award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

6.1 The entitlement to salary package in accordance with this clause is available to:

- (i) permanent full-time and part-time officers;
- (ii) temporary officers, subject to Departmental convenience; and
- (iii) casual employees, subject to the Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclauses 6.7-6.9.

6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the officer's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

6.3 By mutual agreement with the Director General, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

6.3.1 a benefit or benefits selected from those approved by the DPE; and

6.3.2 an amount equal to the difference between the officer's salary, and the amount specified by the DPE for the benefit provided to or in respect of the officer in accordance with such agreement.

6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

6.5 The agreement shall be known as a Salary Packaging Agreement.

6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Director General at the time of signing the Salary Packaging Agreement.

- 6.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - 6.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 6.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 6.9.2 *Superannuation Act 1916*;
 - 6.9.3 *State Authorities Superannuation Act 1987*; or
 - 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the Department 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 may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the officer makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under Part B Monetary Rates this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

7. Allowances

7.1 Allowances payable in terms of clauses 7.2, 7.3 and 7.4 listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

7.2 Boot Allowance

A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the Department. The allowance is to be a maximum of \$144 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of PWG.

7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

(i) where meals are provided by the Department, \$63.20 or \$2.63 per hour

(ii) where meals are not provided by the Department, \$101.11 or \$4.21 per hour

7.3.4 The Department will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate officers for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. 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. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in subclause 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$3,792	\$2,654
B	\$5,056	\$3,539
C	\$6,320	\$4,424

To be paid from the first full pay period to commence on or after 1 July 2012.

Table 2

Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B" is payable to officers living in the following locations:
Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka

Grade "C" is payable to officers living in the following locations:
Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should officers be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by Resorts Group

7.5.1 A weekly allowance of \$190 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would the Department require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$27.14 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

8. Standby Arrangements - Including Standby Associated With Declared Incidents

8.1 Standby roles - officers may be directed to be on standby as a:

- (i) Duty Officer - either for general standby or associated with a declared incident (refer to definitions clause); or
- (ii) General standby - an officer appointed on standby to respond to after hours duty as required.

- 8.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.
- 8.3 Duty Officer support - a Duty Officer may have access to departmental after hours contact lists, a department vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an officer, can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 8.5 Standby rates
- 8.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

9. Higher Duties

- 9.1 Officers who relieve in a higher position for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the officer's salary. The proportions shall depend on the range and level of duties performed in the position. Where the position is vacant, an officer relieving in the position shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant position and the officer's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the positions.
- 9.2 The terms and conditions of the higher duties apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

10. Appointment

- 10.1 Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the Public Sector Employment and Management Act 2002.
- 10.2 Appointment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

11. Progression

- 11.1 General
- 11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.

- 11.1.2 Increments shall be processed by supervisors within one (1) month of receipt
- 11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.
- 11.2 Progression and competency applications for Field Officer classification.
 - 11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

12. Project Teams

- 12.1 The Director General or nominee may request officers to perform work in a designated project team.
- 12.2 An officer may decline an offer to work in a designated project team.
- 12.3 When undertaking work in a designated project team, the officer shall be paid:
 - 12.3.1 the rate for the job as determined by job evaluation; or
 - 12.3.2 at least one salary level higher than their substantive rate.
- 12.4 An officer working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.
- 12.5 Project team jobs may be either full-time or part-time.

13. Hours of Work

- 13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.
- 13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).
- 13.3 General
 - 13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6 a.m. and 8 p.m.
 - 13.3.2 Officers, except those in positions under the Field Officer classification, may only be rostered to work ordinary hours between 6 p.m. and 8 p.m., when the officer agrees.
 - 13.3.3 The standard coretime shall be between the hours of 9.30a.m. and 3.30p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of Crown Conditions Award
 - 13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8.30a.m. and 4.30p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.
 - 13.3.5 Pattern of hours is the way hours are worked each settlement period; e.g., start/finish times and days of the week for 7 day roster workers.

- 13.3.6 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the Department, the needs of officers and the provision of services to the Department's customers.
- 13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 13.3.8 Hours of work for positions and/or classifications will be as set out in clause 13.4.
- 13.3.9 No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 13.3.10 Permanent changes to the pattern of hours for an officer are subject to consultation with the officer and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

Ordinary hours to be worked from Monday to Friday (inclusive).

Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause, 15, Overtime - General, of this Award.

13.4.2. Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of positions to be reclassified from Seven Day Roster positions to Monday to Friday Day positions in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 39, Industrial Grievance Procedure.

13.4.3. Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a position being reclassified from Monday to Friday to a Seven Day Roster position will be made by the Department on the basis that:
 - (a) Where an employee employed in a Monday to Friday position performs work on more than:

23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or

11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,

the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the Department (and the department will not unreasonably withhold agreement) to have the position converted to a Seven Day Roster Worker position that attracts the loading; or

- (b) By agreement between the local manager and delegate, a Monday to Friday Day position is converted to a Seven Day Roster position.
- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in clause 13.4.6 below.

13.4.4. Temporary Field Officer - Bushfire Management Program

- (i) This clause contains temporary arrangements for the Enhanced Bush Fire Management Program of 2010. These arrangements will apply for a limited period of 3 years expiring on 30 June 2014 and may be extended for a defined period by agreement between the AWU and management.
- (ii) Field Officers- Bushfire Management Program, Senior Field Officers- Bushfire Management Program, Field Supervisors- Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in clause (ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in clause (ii) can be converted to a Seven Day Roster Worker position in accordance with clause 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive position as a Seven Day Roster Worker, they will be entitled to loading pursuant to clauses 13.4.5 (vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster positions vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

13.4.5. Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 13.4.5 (ii) except where subclauses 13.4.2, 13.4.3 and 13.4.4 apply.
- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to clause 13.4.6. Current Employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.

- (iv) Ordinary hours for officers are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6 a.m. to 8 p.m., unless otherwise agreed to between the Department and the officer concerned.
- (v) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Officers working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the Department and the officer concerned.
- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster positions for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an officer agrees to work more than the maximum specified in subclauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Officers referred to in (vii) or (viii) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

Table 3

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

13.4.6 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) clause 13.4.2 being satisfied; and,
 - (b) with written approval from the Department.
- (ii) Prior to externally advertising a vacant Seven Day Roster position of the same classification that attracts the loading, the position will:

In the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;

If no employees that have previously opted out accept the offer to opt back in, the position will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

13.4.7 Set Pattern of Hours

- (i) These provisions apply to officers who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6.00 a.m. and 8.00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
 - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
 - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks notice prior to the commencement of this arrangement shall be given to the Regional Manager where possible, and 2 weeks notice of its cessation,
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

14. Variation of Hours

- 14.1 Where the Department directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between the Department and the officers within the bandwidth, no penalty is paid.
- 14.3 Where the Department provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the Department does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the officer requests a variation to hours and/or days and this is agreed by the Department, no loading shall be paid.
- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6am to 10pm. The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours notice without the payment of the additional 25% loading penalty.

15. Overtime - General

15.1 General

15.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Department; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

15.2 Overtime at Home

15.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

16. Meal Breaks

16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

17. Rest Breaks

17.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time.

17.2 Officers required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.

17.3 Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

17.4 Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are

entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.

- 17.5 Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18. Temporary, Casual and School Based Apprentices Work Arrangements

- 18.1 Temporary officers and casual employees will be employed by the Department in accordance with the provisions of the Public Sector Employment and Management Act 2002.

18.2 Temporary Officers

18.2.1 Temporary officers may be employed by the Department on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.

18.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.

18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.

18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.

18.3 Casual Employees

18.3.1 Casual employees shall be engaged by the Department on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.

18.3.2 The casual hourly rate is determined by the following formulae:

- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
- (ii) Rate for Monday to Friday = base hourly rate plus 25%
- (iii) Rate for Saturday = base hourly rate plus 58%
- (iv) Rate for Sunday = base hourly rate plus 83%
- (v) Rate for Public Holidays = base rate plus 158%

The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, Casuals shall also receive the benefit of leave entitlements in accordance with Clause 12 (iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

18.3.7 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

18.4 School Based Apprentices

18.4.1 Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause 18.4.2 (i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

18.4.3 Conversion from a school based apprentice to a full time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

19. Part-Time Work Arrangements

19.1 Part-time work may be available to:

19.1.1 permanent and temporary officers who wish to work part-time in an existing position;

19.1.2 existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;

- 19.1.3 Officers recruited and appointed to a position where the approved hours are less than fulltime.
- 19.2 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

20. Job Sharing

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 The Department will support officers sharing a position provided that the:
- 20.2.1 arrangement is fair and equitable to the officers involved;
- 20.2.2 officers involved in the job sharing arrangement agree to the arrangement;
- 20.2.3 arrangement can be on a permanent or temporary basis;
- 20.2.4 arrangement is in the best interests of the smooth functioning of the Department, ensuring that customer/client Department relationship is maintained.
- 20.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

21. Public Holidays and Public Service Holiday

- 21.1 General
- 21.1.1 Unless directed to attend for duty by the Director General or delegate, an officer is entitled to be absent from duty on any day which is:
- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the DPE (this replaces the Union Picnic Day).

21.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.

21.2 Monday to Friday Workers

21.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with clause 15, Overtime - General.

21.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

21.3 Seven Day Roster Workers

21.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13, Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13, Hours of Work or clause 15, Overtime - General, as is appropriate.

21.3.3 Provisions of clause 21.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

22. Leave

22.1 General

22.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award, and

The Department's policies as agreed and reviewed from time to time.

22.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

23. Recreation Leave and Annual Leave Loading

23.1 Recreation Leave

23.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.

23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

24. Family and Community Service Leave

24.1 The application of Family and Community Service Leave for officers covered by this award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

25. Excess Travel Time

25.1 Excess Travel Time shall be regulated in accordance with the provisions of Clause 27 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

26. Contact With Officers on Parental and Maternity Leave

26.1 All parties agree to implement the PWG's Parental/Maternity Leave Contact Policy which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

26.2 It is recognised that some officers may not wish to keep in contact with the Department while they are on leave.

27. Incident Conditions

27.1 General

27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.

27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.

27.1.3 Adjustments to hours will be carried forward to the next settlement period.

27.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the Department's Fire Management Manual as varied from time to time.

27.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off as in subclause 27.2.5.

27.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in clause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an officer is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Officers required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department's job evaluation process.

Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

	1/7/2011	1/7/12
Crew Member	\$54,243	\$55,599
Crew Leader	\$60,944	\$62,468
Sector Commander	\$67,655	\$69,346
Divisional Commander	\$76,620	\$78,536
Operations Officer	\$82,267	\$84,324
Planning Officer	\$82,267	\$84,324
Logistics Officer	\$101,882	\$104,429
Incident Controller	\$112,914	\$115,737
Deputy Incident Controller		
Safety Officer		
Situation Officer		
Situation Unit Leader		
Resource Officer		
Resource Unit Leader		
Air Attack Supervisor		
Air Operations Manager		
Air Observer		
Airbase Manager		

27.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2008) Award or any successor instrument to that award.

27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of Clause 15, Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No officer shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g., 30-45 minutes. Where meals

are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

27.7 Family and Dependent Care During Incident Conditions

27.7.1 The Department will compensate officers for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

27.7.2 The Department will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.

27.8 Provision of meals and accommodation whilst working on Incident

27.8.1 The Department will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.

27.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.24 per meal is made.

27.8.4 Wherever possible officers will be allowed to return home or the Department will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

27.9 Standby Associated with Incidents

27.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.

28. Working from Home

28.1 Supervisors may allow officers to work from home: however, working from home is not to be a routine arrangement.

28.2 Officers covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to officers where:

28.3.1 family members are sick; or

28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;

28.3.3 for weekend and night emergency incident management; and

28.3.4 the nature of the work allows for it.

28.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).

28.5 When working at home, officers must ensure that they are contactable by their office.

28.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

29. Dependent Care

- 29.1 Where dependents of the officer are sick and require care, the Department will continue to support the officer in the following ways:
- 29.1.1 In accordance with Clause 74 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that award; or
- 29.1.2 Where circumstances allow, an officer may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 The Department will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable officers to attend residential training and development activities.
- 29.4.2 To officers required to work during emergency situations.
- 29.4.3 To ensure that officers are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 The Department will compensate the officer for additional dependent care expenses relating to hours worked during the incident.

30. Families and Field Work

- 30.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 30.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

31. Training and Development

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the Department.
- 31.2 The training and development of officers covered by this Award will be linked to the Performance Management and Development System or any replacement Performance Management System agreed to by the parties. Staff Development Plans will be established through the system and be relevant to the officer's current position and their future career path.
- 31.3 All Training and development will be managed and conducted in accordance with the Department's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

32. Study Assistance

- 32.1 The OEH will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 32.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- 32.2.1 the Following Costs Associated With Courses -
- (i) Higher Education Contribution Help scheme Fee; or
 - (ii) TAFE compulsory fees; or
 - (iii) Compulsory post-graduate fees; or
 - (iv) Compulsory full fee paying course fees
- will be reimbursed by the Department in accordance with the guidelines following.
- 32.3 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an officer of the OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Director General; or
 - (ii) is their second or successive qualification as an officer of the OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Director General.
- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause 32.3(i) or \$12,000 in respect of subclause 32.3 (ii) of this clause, where other requirements have been met as in clause 32.6 below.
- 32.5 At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in 32.4 above.
- 32.6 To be eligible to receive a refund, an officer must:
- (i) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Officers who receive prior approval for study assistance for a particular course, or qualification under the PWG policies that existed prior to the implementation of this award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under 32.3 (ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under clause 32.3(i) any subsequent application for study assistance will be treated as a second application under subclause 32.3 (ii) of this clause.

- 32.9 The costs associated with courses as outlined in sub-clause 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

33. Training Competency

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

34. Engagement of Contractors

- 34.1 The Department is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Employment Office, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

35. Anti-Discrimination

- 35.1 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.
- 35.2 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.
- 35.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 35.4 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.
- 35.5 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.
- 35.6 NOTES
- 35.6.1 Employers and officers may also be subject to Commonwealth anti-discrimination legislation.
- 35.6.2 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."

36. Redundancy Entitlements

- 36.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Excess Employees Policy in the NSW Public Sector, as varied from time to time.

37. Workplace Environment

- 37.1 The Department will ensure that all officers are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Occupational Health and Safety Act 2000*.
- 37.2 While there are no requirements for office workplaces, the Department agrees to provide officers covered by this Award with reasonable conditions and space.
- 37.3 Smoking is prohibited at all indoor PWG workplaces and in Department vehicles.

38. Housing

- 38.1 The parties agree to consult on future issues related to Department-owned housing including the preparation of briefs for valuers.
- 38.2 All officers occupying a Department house will be required to sign a tenancy agreement.

39. Industrial Grievance Procedure

39.1 General

- 39.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 39.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 39.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Department may be represented by an industrial organisation of employers, and the officers of the Department may be represented by an industrial organisation of officers.
- 39.1.4 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.

39.2 Steps to Resolve Industrial Grievances or Disputes

- 39.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2.If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3.If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4.The matter is discussed between senior representatives of the Department and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5.If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act*, 1996.

40. Deduction of Union Membership Fees

- 40.1 Each Union shall provide the Department with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 40.2 The Union(s) shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 40.3 Subject to 40.1 and 40.2 above, the Department shall deduct Union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with its rules of membership, provided that the officer has authorised the Department to make such deductions.
- 40.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to officers' Union membership accounts.
- 40.5 Unless other arrangements are agreed by the Department and the Union (s), all Union membership fees shall be deducted on a fortnightly basis.
- 40.6 Where an officer has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

41. Saving of Rights

- 41.1 No officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

42. No Extra Claims

- 42.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of

employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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.

43. Area, Incidence and Duration

- 43.1 This Award will apply to officers and casual employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the Parks and Wildlife Group of the Office of Environment and Heritage.
- 43.2 This Award will not apply to officers:
- (i) that transferred to the Department where these officers occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) that are employed in the Senior Executive Service (SES); or
 - (iii) that are employed in the Botanic Gardens Trust; or
 - (iv) whose conditions of employment are determined by the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award or any successor instrument to that Award including officers who are occupying Field Officer classifications where the position description specifies the position's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
 - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2011 or any successor instrument to that Agreement.
- 43.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award 2009, or any successor instrument to that Award apply to officers covered by this Award.
- 43.4 The award shall take effect on and from 1 July 2012 and shall remain in force nominally until 30 June 2013.
- 43.5 This award rescinds and replaces the Crown Employees (Office of Environment and Heritage- Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2011 Award published on 18 November 2011 (Vol. 371 I.G. 974).
- 43.6 The parties have agreed that negotiations for a new award will commence 6 months prior to the nominal expiry date of this award and that these discussions will include consideration of the following issues:
- The creation of a stand-alone award
- The insertion of a consultation clause that provides for regular meetings between union delegates and local managers to discuss local issues
- Whether any employee related cost savings have been achieved during the nominal term of this award

PART B**MONETARY RATES AND CLASSIFICATIONS****Table 1 - Salary Schedule for Skilled Trades Classification**

	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING ANNUAL SALARY \$ ROUNDED
CLASSIFICATION/GRADE/YEAR	1 July 2012
TRADESPERSON	
Tradesperson Level 1	\$56,221
Tradesperson Level 2	\$57,983
Tradesperson Level 3	\$60,016
Tradesperson Level 4	\$63,151
Tradesperson Level 5 yr 1	\$63,959
Tradesperson Level 5 yr 2	\$67,450
Electronics Tradesperson	\$70,822
TRADES APPRENTICE YEAR (PERCENTAGE)	
1st Year (50%)	28,112
2nd Year (60%)	\$33,733
3rd Year (75%)	\$42,166
4th Year (85%)	\$47,788

Level 1	Competency Criteria for Skilled Trades Base trade. Appointees to this level must have appropriate trade qualifications.
Level 2	Base trade plus the ability to perform general park maintenance duties, when required.
Level 3	A tradesperson who is able to: work with the minimum amount of supervision work with the minimal amount of technical direction solve technical problems meet deadlines ensure quality control of work; and perform general park maintenance duties when required.
Level 4	Senior Tradesperson is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or supervises the work of other tradespersons, including setting work priorities and allocating tasks.
Level 5	Appointment to this level is by competitive selection to advertised vacancies. This level includes the Maintenance Supervisor position, which is responsible for the field officers of a district. A trade position which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a position at this level.

Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

Table 2 - Salary Schedule For Field Officer Classification

	RATES EFFECTIVE FIRST PAY PERIOD
	FOLLOWING ANNUAL SALARY \$ ROUNDED
CLASSIFICATION/GRADE/YEAR	1 July 2012
AWU classification - Officers employed from 4/8/05	
Field Officer Base Grade 1/2 - AWU	
Field Officer Base Grade 1 yr1- AWU	\$42,141
Field Officer Base Grade 1 yr2- AWU	\$43,205
Field Officer Base Grade 2 yr1- AWU	\$44,202
Field Officer Base Grade 2 yr2- AWU	46,263
Field Officer Grade 1/4	
Field Officer Grade 1 yr1	\$42,141
Field Officer Grade 1 yr2	\$43,205
Field Officer Grade 2 yr1	\$44,202
Field Officer Grade 2 yr2	\$46,263
Field Officer Grade 3A yr1	\$52,790
Field Officer Grade 3A yr2	\$53,720
Field Officer Grade 4A yr1	\$55,224
Field Officer Grade 4A yr2	\$56,221
AWU classification - Existing officers employed prior to 4/8/05	
Field Officer Grade 1/4	
Field Officer Grade 1 yr1	\$48,722
Field Officer Grade 1 yr2	\$49,633
Field Officer Grade 2 yr1	\$50,378
Field Officer Grade 2 yr2	\$51,343
Field Officer Grade 3A yr1	\$52,790
Field Officer Grade 3A yr2	\$53,720
Field Officer Grade 4A yr1	\$55,224
Field Officer Grade 4A yr2	\$56,221
Field Officer Grade B3/B4	
Field Officer Grade 3B yr1	\$52,790
Field Officer Grade 3B yr2	53,720
Field Officer Grade 4B yr1	\$55,224
Field Officer Grade 4B yr2	\$56,221

Senior Field Officer/Senior Field Officer Plant Grade 1/2	
Snr Field Off/SFO Plant Gr1 yr1	\$57,470
Snr Field Off/SFO Plant Gr1 yr2	\$58,447
Snr Field Off/SFO Plant Gr2 yr1	\$59,629
Snr Field Off/SFO Plant Gr2 yr2	\$60,877
Field Supervisor Grade ½	
Field Supervisor Gr 1 yr1	\$62,965
Field Supervisor Gr 1 yr2	\$64,409
Field Supervisor Gr 2 yr1	\$65,851
Field Supervisor Gr 2 yr2	\$67,295
Senior Field Supervisor Grade ½	
Snr Field Supervisor Gr 1 yr1	\$73,010
Snr Field Supervisor Gr 1 yr 2	\$74,803
Snr Field Supervisor Gr 2 yr1	\$76,599
Snr Field Supervisor Gr 2 yr 2	\$78,392

Progression Criteria For Field Officer Classification

Progression Criteria

Field Officers

All Field Officer positions shall be at the level of Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;

- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency from the Work Cover Authority.

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Field Officer (Plant) Grade 4

Progression to this classification has ceased.

Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
- (b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
- (c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
- (c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Appointment to the level of Senior Field Supervisor shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

A. F. BACKMAN *J*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (OFFICE OF THE SYDNEY HARBOUR FORESHORE AUTHORITY) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 213 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Consultative Arrangements
6.	Conditions of Employment
7.	Managing Displaced Staff
8.	Higher Duties Allowance
9.	Trade Union Activities
10.	Savings of Rights
11.	Relationship to Other Awards
12.	Dispute Settling Procedures
13.	Classification and Salary Schedules
14.	Deduction of Union Membership Fees
15.	Hours of Duty
16.	Casual Employment
17.	Leave Entitlements
18.	Annual Leave Loading
19.	Anti-Discrimination
20.	Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Professional Officer
- Table 2 - Administrative Officer
- Table 3 - Operational Officer
- Table 4 - Control Room Operator

2. Title

This award shall be known as the Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007.

3. Parties

The parties to this award are the Director General of Premier and Cabinet, Office of the Sydney Harbour Foreshore Authority and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Definitions

"Act" means the *Sydney Harbour Foreshore Act 1998*.

"Authority" shall mean the Office of the Sydney Harbour Foreshore Authority.

"Award" means Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007.

"Casual" shall mean a staff member engaged and paid as such by the Casual Division of the Authority, who is employed on an hourly basis as prescribed by clause 16.

"Chief Executive Officer" means the Chief Executive Officer of the Authority.

"CES" means the Chief Executive Service.

"Hard Barrier" means a barrier to a level within a classification that can only be accessed by merit through a competitive selection process.

"Joint Consultative Committee" or "JCC" means the SHFA Joint Consultative Committee established by this Award.

"Manager" means an officer of the Authority with management responsibilities for a branch, unit or discrete group of people who has delegation to act as determined from time to time by delegations of the Chief Executive Officer.

"Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.

"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 clause 12 of the Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive Officer, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified as standard hours, provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Chief Executive Officer to work more than seven hours after finishing overtime or before commencing overtime.

"Public holiday" means a bank or public holiday under the Public Holidays Act 2010, 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.

"Salary Rates" means the ordinary time rate of pay for the Staff member's grading excluding allowances and penalties not regarded as salary.

"SES" means the Senior Executive Service.

"Service" means continuous period of employment for salary purposes.

"Staff" or "staff member" means and includes all persons who are permanently or temporarily employed under the Public Sector Employment & Management Act 2002 and, unless otherwise specified in this award, includes both full-time and part-time staff.

"Standard hours" are set and regular hours of operation as determined by the Chief Executive Officer.

"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 employed as a consultant or contractor.

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

"Workplace" means the whole organisation or, as the case may be, a branch or sections of the organisation in which staff are employed.

5. Consultative Arrangements

The parties to this award shall establish a Joint Consultative Committee (JCC) to encourage and facilitate consultation and negotiation on workplace reform and equitable, innovative and productive workplace relations.

6. Conditions of Employment

Conditions of employment other than those fixed by this award are determined by the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor and will apply to all staff employed by the Authority.

7. Managing Displaced Staff

Where changes result in staff becoming displaced, the arrangements for managing such staff shall be in accordance with the NSW State Government's public sector "Managing Excess Employees Policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

8. Higher Duties Allowance

A staff member who relieves in a position that attracts a higher salary than the staff member's substantive salary is entitled to be paid higher duties allowance in accordance with the Public Sector Employment and Management Regulation 2009.

9. Trade Union Activities

The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009, and the Consultative Arrangements between the PSA and NSW Government including consultation and technological change and union deductions, shall apply.

10. Savings of Rights

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.

11. Relationship to Other Awards

This award shall be varied to give effect to any salary increase or other benefits received by the public service as a result of a variation to the Crown Employees (Public Sector - Salaries 2008) Award or award replacing it.

This award shall be varied to give effect of any variation to the Crown Employees (Public Service Conditions of Employment) Award 2009, or an award replacing it, in so far as it may affect clauses referred to in that award by this award.

Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009, the arrangements in this award shall prevail.

12. Dispute Settling Procedures

- 12.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 12.2 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.
- 12.3 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 Department Head or delegate.
- 12.4 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.
- 12.5 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. 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.
- 12.6 The Chief Executive Officer or the Union may refer the matter to the DPE for consideration. 12.7 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.
- 12.7 A staff member, at any stage, may request to be represented by the Union.
- 12.8 The staff member or the Union 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.
- 12.9 The staff member, Union, authority and Director General of the Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 12.10 Whilst the procedures outlined in subclauses 12.1 to 12.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

13. Classification and Salary Schedules

- 13.1 All staff covered by this award will be paid in accordance with the classifications and salary structures as set out in Part B, Monetary Rates.
- 13.2 No staff will be disadvantaged by the application of this award.
- 13.3 Staff employed at Operational Officer, Level 1, Administrative Officer, Level 1 and Professional Officer, Level 1 before the making of this Award will retain their right to incremental progression to salary points OO1.9, AO1.7 and PO1.9 respectively.
- 13.4 Appointment across hard barriers will be by competitive selection.

13.5 Classification and Salary Schedule

- 13.5.1 Professional Stream - All positions which require a degree qualification or equivalent. This would include positions such as engineers, lawyers or accountants.
- 13.5.2 Administrative Stream - This includes all clerical workers, customer service and office based staff. A degree qualification or equivalent may not be mandatory but may be likely at the higher levels.
- 13.5.3 Operational Stream - These positions would cover outdoor workers or those where the majority of the work is composed of physical labour. This would include positions such as gardeners, bridge operators, mechanics and their team leaders. Managers of these areas would fall into the Administrative or Professional Streams depending on qualifications.
- 13.5.4 Control Room Operators employed within the Asset Management Services Division shall be paid salary equivalent to that applying to Operational Officer Level 1, Year 9 which is inclusive of all incidents of shift allowances and public holidays payments.

14. Deduction of Union Membership Fees

- 14.1 The union shall provide the Authority with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise the Authority of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the Authority at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, the Authority shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised the Authority to make such deductions.
- 14.4 Monies so deducted from the staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless other arrangements are agreed to by the Authority and the union, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

15. Hours of Duty

- 15.1 The working hours of Authority staff, excluding Control Room Operators, CES and SES officers, are those prescribed in the Office of the Sydney Harbour Foreshore Authority Flexible Working Hours Agreement made on 20 March 2006 between the Director General of the Department of Premier and Cabinet, Union and Authority.
- 15.2 The ordinary hours of work for shift workers employed as Control Room Operators shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle. Each staff member shall be free from duty for not less than 8 full days plus an allocated rostered day off in each cycle. Time for a rostered day off accrues at 0.4 hour for each 8 hour day or shift. All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.
- 15.3 A Control Room Operator, in addition to working ordinary hours as prescribed in subclause 15.2, will be required to work 4 hours rostered overtime per week. These additional hours will be paid at the relevant overtime rate.

- 15.4 The hours of work prescribed in subclause 15.2 shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his/her other ordinary hours of work on not more than 19 days in the cycle.
- 15.5 The staff member's rostered day off duty prescribed in subclause 15.2 shall be determined having regard to operational needs. Where practicable the rostered day off duty shall be consecutive with the days off prescribed in subclause 15.1. A rostered day off duty is not re-credited if the staff member is ill or incapacitated on a rostered day off. However sick leave will not be debited.

16. Casual Employment

Pursuant to section 38 of the Public Sector Employment and Management Act 2002, the Authority may engage casuals, for the staging of the annual events program, as part of the educational services tours program and to staff the Sydney Visitor Centres.

- 16.1 Hours of duty - The ordinary hours of duty of casual staff shall be worked between the hours of 6.00am and 10.00pm, seven days a week.
- 16.2 Penalty Rates - A casual shall be paid a loading of 15% for work commencing at or after 10pm and before 4am and 10% for work commencing at or after 4am and before 6am.
- 16.3 Where a casual is required to and does work on a Public Holiday, the casual shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of any other allowances or penalties which would have been payable if the day had not been a Public Holiday.
- 16.4 Minimum period of engagement - Casual staff shall be provided with a minimum period of three hours' work on each engagement or be paid for a minimum of three hours at the appropriate casual rate.
- 16.5 Rates of pay - The ordinary hourly rate of pay of casual staff shall be ascertained by dividing the annual salary for the classification in which the casual is employed by 52.17857, dividing the resultant answer by 35 and loaded by 20%. This loading shall be paid in lieu of all leave prescribed by the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 16.6 On termination of each period of casual engagement, the casual shall receive payment at the rate of 4/48th of monies received as compensation in recognition of the Annual Holidays Act 1944.
- 16.7 Overtime - All time worked by a casual outside or in excess of thirty five hours per week shall be deemed overtime, and be paid for at the appropriate hourly rate.
- 16.8 Termination - Casual staff members may be terminated by either the Authority or by the casual with three hours notice. In such circumstances remuneration shall only be payable up to and including the time of termination of the three hourly period of engagement. Casuals may be terminated by the Authority without notice in cases of serious and wilful misconduct.
- 16.9 Other - A casual shall be entitled to other payments applicable to other employees, including overtime and appropriate allowances where those payments or allowances are not covered by this clause.

17. Leave Entitlements

- 17.1 All leave shall be granted and administered in accordance with the leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 and subsequent variations.

18. Leave Loading

- 18.1 Staff, other than a trainee who is paid by allowance and CES and SES officers, are entitled to be paid an annual leave loading as set out in this clause. Subject to the provisions set out in clause 18.2, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.

- 18.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member 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.
- 18.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of the shift loadings and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or 17½% annual leave loading.
- 18.4 The annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk (A&C classification).
- 18.5 For the calculation of annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 18.6 Payment of annual leave loading shall be made on the recreation leave accrued during the previous leave year and be paid as follows:-
- (a) on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks; or
 - (b) if at least two weeks' leave, as set out in clause 18.6(a), is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year; or
 - (c) paid on a pro-rata basis on each occasion a staff member takes recreation leave in the leave loading year up to the maximum amount specified in clause 18.1
- 18.7 Staff will have the option of electing, prior to 1 November of each year, as to the manner in which leave loading is to be paid to them. Once the election is made, it cannot be altered until the next election. Where a staff member makes no election, annual leave loading will be paid to the staff member as set out in clause 18.6(a).
- 18.8 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in clause 18.6(a), is taken.
- 18.9 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Authority for any reason other than the staff member's serious and intentional misconduct.
- 18.10 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

19. Anti-Discrimination

- 19.1 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.
- 19.2 It follows that in fulfilling their obligations under the dispute settling 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.

- 19.3 It is the intention of the parties bound by this award to respect and value diversity in the workforce and to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.
- 19.4 Unlawful discrimination in the workplace includes any distinction, exclusion or preference made on any prohibited ground, which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the work place includes sexual harassment and harassment on any prohibited grounds.
- 19.5 The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has even been involved in a complaint of discrimination or harassment.
- 19.6 Accordingly, in fulfilling their obligations the parties bound by this award must take all reasonable steps to ensure that the award must take all reasonable steps to ensure that the award provisions do not unlawfully discriminate in their effect and that unlawful discrimination or victimisation does not occur in any aspect of employment.
- 19.7 Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this award
- 19.8 Note section 56(d) of the *Anti-Discrimination Act* 1977 states:

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

20. Area, Incidence and Duration

- 20.1 This award shall apply to all staff employed by the Sydney Harbour Foreshore Authority.
- 20.2 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) take effect on and from 16 April 2012.
- 20.3 Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 251) have been incorporated into this award as part of the review.
- 20.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****Classification and Salary Schedules****Effective from the beginning of the first pay period to commence on or after 1 July 2011****Table 1 - Professional Officer**

Professional Officer		
		1/07/2011
PO4	20	\$148,518
	19	\$142,666
	18	\$136,930
PO3	17	Hard Barrier \$124,200
	16	\$119,439
	15	Soft Barrier \$114,457
	14	\$111,122
	13	\$106,651
PO2	12	Hard Barrier \$104,575
	11	\$100,536
	10	\$97,702
PO1	9	Hard Barrier \$92,066
	8	\$87,701
	7	\$85,033
	6	\$81,703
PO Entry Level	5	Hard Barrier \$76,961
	4	\$74,080
	3	\$71,256
	2	\$66,610
	1	\$60,329

Table 2 - Administrative Officer

Administrative Officer		
		1/07/2011
AO7	24	\$122,128
	23	\$116,974
	22	\$110,079
	21	\$105,602
AO6	20	Hard Barrier \$100,613
	19	\$97,702
	18	\$93,870
AO5	17	Hard Barrier \$88,660
	16	\$85,928
	15	\$82,491
AO4	14	Hard Barrier \$77,767
	13	\$75,552
	12	\$72,702

AO3	11	Hard Barrier
	10	\$65,376 \$61,505
AO2	9	Hard Barrier
	8	\$58,060 \$54,977
AO1	7	Hard Barrier
	6	\$50,619
	5	\$47,108 \$45,428
AO Entry Level	4	Hard Barrier
	3	\$43,539
	2	\$40,662
	1	\$37,729 \$33,318

Table 3 - Operational Officer

Operational Officer		
		1/07/2011
OO4	17	\$88,660
	16	\$85,928
	15	\$82,491
OO3	14	Hard Barrier
	13	\$77,767
	12	\$75,552 \$72,702
OO2	11	Hard Barrier
	10	\$65,376 \$61,505
OO1	9	Hard Barrier
	8	\$58,060 \$54,977
OO Entry Level	7	Hard Barrier
	6	\$54,977
	5	\$47,108
	4	\$45,428
	3	\$43,539
	2	\$40,662
	1	\$37,729 \$33,318

Table 4 - Control Room Operators

Control Room Operator		
		1/07/2011
Control Room Operator	1	\$58,060

C.G. STAFF J

CROWN EMPLOYEES (PARKS AND GARDENS - HORTICULTURE AND RANGERS STAFF) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 214 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Classification Standards
4.	Progression
5.	Appeals Mechanism
6.	Salaries
7.	Hours of Work
8.	Conditions of Employment
9.	Grievance and Dispute Settling Procedures
10.	Deduction of Union Membership Fees
11.	Consultative Committee
12.	Anti-Discrimination
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table A - Salaries

PART A

1. Title

This Award shall be known as the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007.

2. Definitions

Administrative Unit means the group of staff comprising (wholly or in part) or attached to a body, organisation or group specified in Column 1 of Schedule 1 of the *Public Sector Employment and Management Act* 2002. The units covered in this award are the Royal Botanic Gardens and Domain Trust, the Centennial Park and Moore Park Trust, the Sydney Olympic Park Authority and the Parramatta Park Trust.

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

Broad Banded Position means a position whose grading, skills and range of duties extend beyond those defined for a single level and will occur in Levels 2 to 15 as determined by the Director.

Director means the Executive Director of the Royal Botanic Gardens and Domain Trust, the Director and Chief Executive of the Centennial Park and Moore Park Trust, the Director Parramatta Park Trust and the Chief Executive Officer of the Sydney Olympic Park Authority.

Employee means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* as varied, or other appropriate Acts. As at the operative date of this Award is a person or persons who were occupying one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

DGDPC means Director-General, Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.

Skills means the appropriate qualifications, relevant experience, demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Director.

3. Classification Standards

3.1 For the purposes of this clause:

Staff means and includes employees as defined in clause 2 and special job creation and training program personnel.

Supervision means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff and volunteers.

3.2 A position falling within the scope of this award shall have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation system implemented in the Administrative Unit.

3.3 The following classification levels will apply in each Administrative Unit:

Level 1 - Positions established at this level are to be used to accommodate staff employed for limited periods of time on special training programs. The occupant of a position established at Level 1 of this award will:

- (a) work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) have, as a minimum, basic communication skills and the ability required to:
 - (i) perform basic tasks (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on-the-job training will be required; and
 - (ii) communicate with supervisors and peers;
- (c) be prepared to undertake the introductory technical and non-technical training modules.

Level 2 - The occupant of a position established at Level 2 of this award will:

- (a) work under general supervision and therefore will not be required to exercise individual judgement in following direction; and

- (b) have completed the TAFE Horticultural Skills 1 technical and the introductory non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools); and
 - (ii) communicate with supervisors and other staff; and/or
 - (iii) communicate non-technical information to the public.

Level 3 - The occupant of a position established at Level 3 of this award will:

- (a) work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) have completed the TAFE Horticultural Skills 2 technical training modules and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning and possess, if required, a current Class 1A driver's licence, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as chainsaws, soil mixing and pasteurising equipment, tractors, vehicles up to two tonnes, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
 - (ii) communicate with supervisors and other staff; and/or
 - (iii) communicate non-technical information to the public.

Level 4 - The occupant of a position established at Level 4 of this award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or in routine security or law enforcement procedures; and
- (b) have completed the TAFE Horticultural Skills 3 technical and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes at semi-trade level (such as construction, stone work, pesticide spraying, garden bed preparation); and/or
 - (ii) operate complex equipment requiring special licences or certificates (such as trucks over two tonnes, front-end loaders); and/or
 - (iii) perform routine security or law enforcement procedures (such as locking and unlocking of buildings, general ground patrol, cash escort); and
 - (iv) communicate with supervisors and other staff and to pass on instructions to apprentices and/or to communicate non-technical information to the public.

Level 5 - The occupant of a position established at Level 5 of this award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at trade level, or have the ability to undertake management of a stores area, or in routine security or law enforcement procedures; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning and possess the relevant licences, or have demonstrated experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level horticultural duties; and/or
 - (ii) maintain security or law enforcement in low risk areas; and/or
 - (iii) manage a store of a park or garden; and/or
 - (iv) perform visitor service duties; and/or
 - (v) supervise apprentices;
 - (vi) communicate with supervisors and other staff; and/or
 - (vii) communicate semi-technical information to the public.

Level 6 - The occupant of a position established at Level 6 of this award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade or stores management level and exercise initiative with regard to matters of minor complexity; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection);
or
 - (ii) maintain security or law enforcement in high risk areas; and/or
 - (iii) manage a store of a park or garden; and/or
 - (iv) supervise apprentices and/or other staff; and
 - (v) communicate with supervisors and other staff; and/or
 - (vi) communicate semi-technical information to the public.

Level 7 - The occupant of a position established at Level 7 of this award will:

- (a) work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:

- (i) manage a small specialist plant collection or work area (specialising in fields such as security or law enforcement procedures, interpretation, or recreation planning, management of a store of a large park or garden) as an individual or as the team leader of a small team of staff (normally less than 6 staff) supervising and training staff; and
- (ii) be accountable for completion of work to agreed standards; and/or
- (iii) solve technical problems of limited complexity; and
- (iv) document and communicate technical data and information to other staff and/or the public.

Level 8 - The occupant of a position established at Level 8 of this award will:

- (a) work independently on assigned specialist work and/or lead a work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a store of a large park or garden, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a specialist garden or work area (specialising in fields such as security or law enforcement, interpretation, or recreation planning, manage a store in a large park or garden) as an individual or as the leader of a team of staff (normally more than 5 staff) supervising and training staff; and
 - (ii) be accountable for completion of work to agreed standards and/or
 - (iii) solve technical problems of some complexity; and
 - (iv) document and communicate technical data and information to staff and/or the public.

Level 9 - The occupant of a position established at Level 9 of this award will:

- (a) work independently on assigned specialist work programs or projects or manage a small number (normally up to four) of work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) manage works programs or projects; and
 - (ii) supervise staff; and
 - (iii) be accountable for completion of work to agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 10 - The occupant of a position established at Level 10 of this award will:

- (a) work independently on assigned specialist work programs or projects or manage several (normally up to five or more) work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical, organisational and project co-ordination and well developed supervisory skills required to:
 - (i) manage works programs or projects; and
 - (ii) supervise staff; and
 - (iii) be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 11 - The occupant of a position established at Level 11 of this award will:

- (a) work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical skills and knowledge and high level works organisation and management skills and relevant experience required to:
 - (i) manage major projects or programs, developing and co-ordinating works programs and schedules; and
 - (ii) supervise staff; and
 - (iii) be accountable for meeting agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 12 - The occupant of a position established at Level 12 of this award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a small park or garden which has a small but varied plant collection and/or small turf management areas and related infrastructure, where management issues are of a minor complexity (such as low visitation and recreational demands, no or few lessees or licensees operating); and
 - (ii) approve works programs and projects and allocate resources and set priorities; and

- (iii) monitor performance against agreed standards, time frames and budgets; and
- (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and
- (v) represent the organisation.

Level 13 - The occupant of a position established at Level 13 of this award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a park or garden which has either:
 - a large and diverse plant collection or large turf management areas and related infrastructure where management issues are of minor complexity (such as low visitation and recreational demands, a large number of lessees or licensees operating) or
 - a small but varied plant collection and/or small turf management areas where management issues are of considerable complexity (such as large visitation and recreational demands, a large number of lessees or licensees operating, or there is a high level of political sensitivity attached to the park or garden); and
 - (ii) approve works programs and projects and allocate resources and set priorities; and
 - (iii) monitor performance against agreed standards, time frames and budgets; and
 - (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and
 - (v) represent the organisation.

Level 14 - the occupant of a position established at Level 14 of this award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a large park or garden which has either:
 - a large and diverse collection of plants, where management issues are of some complexity (such as high visitation and recreational demands); or
 - a large number of simple lease and licence arrangements, and there is some political sensitivity attached to the park or garden; and
 - (ii) approve works programs and projects and allocate resources and set priorities; and
 - (iii) monitor performance against agreed standards, time frames and budgets; and
 - (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and

- (v) represent the organisation.

Level 15 - the occupant of a position established at Level 15 of this award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a large park or garden which has a large and diverse collection of plants, where management issues are of considerable complexity (such as high visitation and recreational demands, large and complex lease or licence arrangements and there is a high level of political sensitivity attached to the park or garden); and
 - (ii) approve works programs and projects and allocate resources and set priorities; and
 - (iii) monitor performance against agreed standards, time frames and budgets; and
 - (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and
 - (v) represent the organisation.

4. Progression

- 4.1 Appointment to vacant positions, other than progression through broad banded positions, shall be by merit selection.
- 4.2 Progression through levels where there are broad banded positions established within Levels 2 to 15 shall be subject to satisfactory conduct and performance and the employee acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 4.3 The assessment of the suitability of an employee to progress to the next level within an established broad banded position shall normally be undertaken one month prior to the anniversary of the employee's appointment to Year 2 salary rate of their current level. The employee may also make application for progression at any other time at the discretion of the Director.

The initial assessment shall be made by the employee's supervisor and reviewed by another more senior officer from the Administrative Unit. Once this has been undertaken the assessment is forwarded to the Director or the Director's nominee for approval. An Assessment Committee will be convened only in cases where the assessing officers recommend not to approve the employee's progression. In such cases the Assessment Committee will convene within one month of the assessing officer's decision and will review the decision and make recommendations to the Director regarding the employee's suitability for progression.

- 4.4 Progression from Year 1 to Year 2 within levels shall be by way of an annual increment. It is subject to satisfactory conduct and performance, as certified by the employee's supervisor and approval by the Director or the Director's nominee. The assessment of the employee's suitability for incremental progression shall normally be undertaken one month prior to the anniversary of their appointment to their current level. The employee must be promptly notified in writing by the Director or the Director's nominee of any decision to defer payment of an increment.
- 4.5 An employee shall have the right of internal appeal to the Director on progression matters through the established grievance procedures as set out in clause 5, Appeals Mechanism. If the matter cannot be resolved through this process, the employee may apply to the Director to appoint another Assessment

Committee, whose representatives differ from the original committee, to review the matters raised and to make recommendations to the Director.

- 4.6 Nothing in this clause shall preclude an employee from exercising their right, where applicable, of an external appeal to the Government and Related Employees Appeal Tribunal.

5. Appeals Mechanism

- 5.1 An employee of the Royal Botanic Gardens and Domain Trust, the Centennial Park and Moore Park Trust, the Sydney Olympic Park Authority or the Parramatta Park Trust shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provisions of this award.
- 5.2 Employees shall submit a written submission outlining their case to the Director within 28 days of the decision being appealed.
- 5.3 The Director shall constitute an appeals committee made up of one management representative, one relevant Association representative and one peer who is acceptable to both management and the Association.
- 5.4 The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Director or the Director's nominee.
- 5.5 The decision of the Director or the Director's nominee shall be forwarded to the employee concerned within seven working days of the appeal being heard.
- 5.6 Nothing in this appeals mechanism restricts a right of appeal to the Industrial Relations Commission of New South Wales. It would be expected that the appeals mechanism would be utilised prior to a formal appeal.

6. Salaries

- 6.1 The salaries rates are set out in Table A of Part B, Monetary Rates of this award.
- 6.2 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

7. Hours of Work

- 7.1 The ordinary working hours shall be an average of 38 per week and be worked in accordance with the following provisions for a four-week work cycle:
- (a) The ordinary working hours shall be worked as twenty-day, four week cycle, Monday to Sunday, inclusive, with nineteen working days of eight hours each. These hours shall be between 6 am and 6 pm, except in the case of Rangers, whose spread of hours shall be 6.30 am to 10 pm. 0.4 of one hour on each day worked will accrue as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - (b) The day off shall in all cases be on a rostered basis, and be subject to management's prerogative to best suit the working needs of the organisation.
- 7.2 The Administrative Unit may require an employee to perform duties beyond the hours determined under this clause but only if it is reasonable for the employee to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (a) the employees prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;

- (b) any risk to employee health and safety;
- (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the Administrative Unit regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- (e) any other relevant matter.

8. Conditions of Employment

The employees regulated by this Award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.

9. Grievance and Dispute Settling Procedures

- 9.1 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 Administrative Unit, if required.
- 9.2 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.
- 9.3 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 Director or delegate.
- 9.4 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.
- 9.5 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 Director.
- 9.6 The Director may refer the matter to the DGDPC for consideration.
- 9.7 If the matter remains unresolved, the Director 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.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Director may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Administrative Unit and DGDPC shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed

between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

10. Deduction of Union Membership Fees

- 10.1 The Association shall provide a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 10.2 The Association shall advise the Administrative Unit 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 at least one month in advance of the variation taking effect.
- 10.3 Subject to subclauses 10.1 and 10.2 of this clause, Association fortnightly membership fees shall be deducted from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- 10.4 Monies so deducted from the employee's pay 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.
- 10.5 Unless other arrangements are agreed with the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 10.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

11. Consultative Committee

- 11.1 Joint Consultative Committee subcommittees shall be established to monitor the implementation of this award.
- 11.2 The committees shall consist of a representative of management and a representative of the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the latter chosen at the Association's discretion.

12. Anti-Discrimination

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.

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

- (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 this 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."

13. Area, Incidence and Duration

13.1 This award applies to all classifications referred to in the Area, Incidence and Duration clause of the former Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award published 24 November 1995 (289 IG 664) and also to the classification of Purchasing/Stores Officer, Royal Botanic Gardens, Sydney and Purchasing/Stores Officer, Royal Botanic Gardens, Mount Annan.

13.2 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) take effect on and from 4 April 2012.

Changes made to this award subsequent to it being published on 30 May 2008 (36 IG 1695) have been incorporated into this award as part of the review.

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

PART B

MONETARY RATES

Table A - Salary Rates

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Classification	Common Salary Point	1.7.10 Per Annum	1.7.11 Per Annum 2.5%
Horticultural Apprentice Year 1	-	23,267	23,849
Horticultural Apprentice Year 2	-	31,023	31,799
Horticultural Apprentice Year 3	-	38,780	39,750
Horticultural Apprentice Year 4	27	43,949	45,048
Level 1	15	38,256	39,212
Level 2, Year 1 (Minimum)	23	42,477	43,539
Level 2, (Maximum)	26	43,598	44,688
Level 3 Year 1, (Minimum)	30	45,159	46,288
Level 3, (Maximum)	34	46,767	47,936
Level 4, Year 1, (Minimum)	38	48,481	49,693
Level 4, (Maximum)	41	49,940	51,189

Level 5, Year 1, (Minimum)	45	51,707	53,000
Level 5, (Maximum)	48	53,089	54,416
Level 6, Year 1, (Minimum)	51	54,576	55,940
Level 6, (Maximum)	54	56,089	57,491
Level 7, Year 1, (Minimum)	57	57,679	59,121
Level 7, (Maximum)	60	59,404	60,889
Level 8, Year 1, (Minimum)	63	61,282	62,814
Level 8, (Maximum)	67	63,781	65,376
Level 9, Year 1, (Minimum)	71	66,282	67,939
Level 9, (Maximum)	75	68,761	70,480
Level 10, Year 1, (Minimum)	78	70,929	72,702
Level 10, (Maximum)	81	72,922	74,745
Level 11, Year 1, (Minimum)	89	78,929	80,902
Level 11, (Maximum)	95	83,832	85,928
Level 12, Year 1, (Minimum)	109	96,266	98,673
Level 12, (Maximum)	112	99,116	101,594
Level 13, Year 1, (Minimum)	115	102,024	104,575
Level 13, (Maximum)	118	105,083	107,710
Level 14, Year 1, (Minimum)	121	108,317	111,025
Level 14, (Maximum)	124	111,665	114,457
Level 15, Year 1, (Minimum)	127	115,317	118,200
Level 15, (Maximum)	130	119,149	122,128

C. G. STAFF J.

 Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF EMPLOYMENT) AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 215 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Area Incidence and Duration
4.	Terms of Employment
5.	Local Arrangements
6.	Hours of Duty and Attendance
7.	Casual Employment
8.	Part Time Employment
9.	Morning and Afternoon Tea Breaks
10.	Meal Breaks
10A.	Lactation Breaks
11.	Variation of Hours
12.	Natural Emergencies and Major Transport Disruptions
13.	Notification of Absence from Duty
14.	Public Holidays
15.	Standard Hours
16.	Flexible Working Hours Scheme
17.	Non-Compliance with Hours of Duty and Attendance
18.	Existing Determinations and Agreements - Hours of Duty
19.	Travel Allowances
20.	Excess Travelling Time
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24.	Allowance Payable for the Use of Private Motor Vehicles
25.	Overseas Travel Allowance
26.	Staff Exchanges
27.	Community Language Allowance Scheme (CLAS)
28.	Flying Allowance
29.	First Aid Allowance
30.	Semi-Official Telephone Reimbursement
31.	On-Call Allowance

32. Service Increments Allowance
33. Uniforms, Protective Clothing and their Maintenance
34. Compensation for Damage to or Loss of Staff Members' Personal Property
35. Adjustment of Allowances
36. Leave - General
37. Leave for Casual Employees
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41. Sick Leave - Requirements for Medical Certificate
42. Sick Leave to Care for a Family Member
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46. Family and Community Service Leave
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- 51A. Leave for Matters Arising from Domestic Violence
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53. Study Assistance
54. Staff Development and Training Activities
55. Trade Union Activities
56. Shift Work
57. Overtime
58. Grievance and Dispute Settling Procedures
59. Anti Discrimination
60. Existing Entitlements
61. Deduction of Union Membership Fees
62. Secure Employment

PART B

MONETARY RATES

Table 1 - Allowances.

2. Definitions

"Act" means *Public Sector Employment and Management Act 2002*

"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 that is granted for private study purposes.

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

"Approved Course" means a course which is relevant to the employment of the staff member in the department or the public service and one which has been approved by the Department Head.

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

"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.

"Capital City rate" means the travelling allowance rate applicable within the Sydney Telephone District Directory Coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State and Territory.

"Casual Employee" means any employee engaged on a casual basis in terms of Clause 7 "Casual Employment" of this Award.

"Contract hours for the day" for a full time staff member, means one fifth of the weekly full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.

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

"Daily span of hours", means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract the payment of overtime, unless otherwise prescribed in this award.

"Day worker" means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 am and 6.00 pm or as negotiated under a local arrangement.

"Department" refers to the Department of the Legislative Assembly, the Department of the Legislative Council or the Department of Parliamentary Services.

"Department Head" means the Clerk of the Legislative Assembly or the Clerk of the Legislative Council or the Executive Manager Parliamentary Services, or a person authorised by the Department Head.

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

"DPE" means the position of Director of Public Employment established under Chapter 6 of the Public Sector Employment and Management Act 2002.

"Electorate Officers" means the employees of the Speaker of the Legislative Assembly employed in the Electorate Offices of Members of the Legislative Assembly.

"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.

"Extended leave" means extended (long service) leave to which a staff member is entitled equivalent to Schedule 3 to the *Public Sector Employment and Management Act 2002*, as amended from time to time.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and is able to be banked under a local arrangement negotiated pursuant to clause 5, Local Arrangements of this award or carried over into the next settlement period.

"Flexible working hours debit" means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

"Flexible working hours scheme" means the scheme outlined in clause 16, Flexible Working Hours Scheme of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Director of Public Employment, Unions New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (xv) of clause 16, Flexible Working Hours Scheme of this award.

"Full day" means the standard full time contract hours for the day, i.e., 7 or 8 hours depending on the classification of the staff member.

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

"Full-time contract hours" means the standard weekly hours, i.e., 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

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

"Full-time staff member" means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

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

"Headquarters" means the centre(s) 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 Arrangement" means an agreement reached at the organisational level between the Department Head(s) and the relevant trade union in terms of clause 5, Local Arrangements of this award.

"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.

"Members' staff" means staff employed by the President of the Legislative Council employed as personal staff to a Member of the Legislative Council and staff employed by the Speaker of the Legislative Assembly as electorate office staff to a Member of the Legislative Assembly.

"Normal hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work", for the purposes of clause 58, Grievance and Dispute Settling Procedures 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 department. In terms of clause 55, Trade Union Activities of this award, trade union activities regarded as "on duty" means the time off with pay given by the

department to the accredited union delegate to enable the union delegate to carry out legitimate trade union activities during ordinary work hours without being required to lodge an application for leave.

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

"On special leave" means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector- Salaries 2008) Award calculated using the formula set out in Clause 7 'Casual Employment', of this Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 5, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

"Parliamentary Catering Staff" means all staff members employed within the catering services area, and includes kitchen, wait and office staff.

"Parliamentary Reporting Staff" are employees classified as Reporters, Subeditors, Senior Subeditor and Deputy Editor of the Parliamentary Reporting Services Department.

"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 arrangement.

"Part time hours" means the hours which are less than the hours that constitute full-time work under the relevant industrial instrument.

"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 staff member" means a staff member whose ordinary hours of duty are specified as part time in a formal industrial instrument or whose contract hours are less than the full-time hours.

"Prescribed ceasing time" means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of bandwidth of the scheme applying to that staff member.

"Prescribed starting time" means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, "prescribed starting time" means the commencement of bandwidth of the scheme applying to that staff member.

"Presiding Officers" means the Speaker of the Legislative Assembly or the President of the Legislative Council or both.

"Public holiday" means a day proclaimed under the *Banks and Bank Holidays Act 1912* as a bank or public holiday. This definition 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 ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

"Relief staff" means staff 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.

"Remote area" means for the purpose of clause 38, Recreation Leave, the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before the Acts repeal.

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

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

"Secondment" means an arrangement agreed to by the Department Head, 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 secondment.

"Section" means a small unit under the administrative control of the relevant Department Head.

"Sessional Staff" means an officer as defined from time to time by the Clerk of the Parliaments in respect of the Legislative Council and the Clerk of the Legislative Assembly in respect of the Legislative Assembly, or the Executive Manager in respect of the Department of Parliamentary Services. Staff members shall be designated as Sessional Staff by 1 December each leave year and shall as part of the duties of their position be regularly required to work at least two sitting nights in every sitting period.

"Shift worker - Continuous Shifts" means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.

"Shift worker - Non-continuous Shifts" means a staff member who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

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

"Sitting Day" is a period of time representing any day, being a 24-hour period, or days where:

- (a) in respect of Officers of the Legislative Council, the Legislative Council sits or is scheduled to sit;
- (b) in respect of officers of the Legislative Assembly, the Legislative Assembly sits or is scheduled to sit;
- (c) in respect of officers of the Department of Parliamentary Services who are required to work to support either or both Houses that are sitting or are scheduled to sit.

"Sitting Period" is a period of time representing a full working week, Monday to Friday, inclusive:

- (a) for officers of the Legislative Council during which that House is scheduled to sit;
- (b) for officers of the Legislative Assembly during which that House is scheduled to sit;
- (c) for officers of the Department of Parliamentary Services during which either or both Houses are scheduled to sit.

"Staff member" means an officer or a temporary employee and, unless otherwise specified in this award, includes both full-time and part time staff. For the purposes of maternity leave, as set out in clause 46, Parental Leave of this award, "staff member" means a female staff member.

"Standard hours" are set and regular hours of operation as determined by the Presiding Officer(s), or by the Department Head in accordance with any direction of the Presiding Officer(s). Standard hours are generally the hours that were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.

"Standby" means an instruction given by the Department Head to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the department and/or the public service.

"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 which is of relevance to the department.

"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 Department Head to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

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

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

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

"Trade Union Official" means a person who is employed by the union 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.

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

"Workplace Management" means the Department Head or any other person authorised by the Department Head 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. Area, Incidence and Duration

- (i) This Award shall apply to permanent, temporary and casual employees of the Parliament of New South Wales with the exception of those employees whose conditions of employment are prescribed under another industrial instrument.
- (ii) The changes made to the award pursuant to the Award Review in accordance with 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) take effect on and from 4 April 2012.
- (iii) Changes made to this award subsequent to it first being published on 11 February 2011 (371 I.G. 14) have been incorporated into this award as part of the review.

4. Terms of Employment

- (i) Staff members shall be paid fortnightly.
- (ii) Notwithstanding anything contained in this award employment may be terminated by two weeks' notice given at any time by the Presiding Officer(s) in writing or such longer period as the Presiding Officer(s) may have contracted with any individual staff member. A staff member desiring to terminate their employment with the Presiding Officer(s) shall give two weeks' notice in writing to the Presiding Officer(s) or such longer period as the Presiding Officer(s) may have contracted with any individual staff member.
- (iii) Provided that nothing contained in this clause shall prevent a staff member's employment being terminated without notice on the grounds of the staff member's serious wilful misconduct.

5. Local Arrangements

- (i) Local arrangements, as specified in this award, may be negotiated between the Department Head and the relevant trade union in respect of the whole department or section.
- (ii) All local arrangements negotiated between the Department Head and the Association must be:
 - (a) approved in writing by the General Secretary of the Association; and
 - (b) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an enterprise agreement or other industrial instrument.
 - (c) inclusive of a clause allowing either party to terminate the arrangement by giving 12 months notice.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 16, Flexible Working Hours Scheme of this award, where the conditions of employment of any group are such that the application of the standard flextime provisions would not be practicable.
- (iv) Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- (v) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorized by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, flex leave is still available.

6. Hours of Duty and Attendance

- (i) Hours of attendance on duty
 - (a) The hours of attendance on duty by members of staff and the manner of recording the attendance, shall be as determined from time to time by the Department Head.
 - (b) The staff member in charge of a department or section will be responsible to the Department Head for the proper observance of the hours of work and the proper recording of such attendance.
 - (c) The Department Head may require a staff member to perform duty beyond the hours determined under paragraph (a) of subclause (i) of 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:

the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,

any risk to the staff member's health and safety,

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,

the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or

any other relevant matter.

(d) The application of hours of work is subject to the provisions of this clause.

(ii) Working Hours

(a) The ordinary hours may be standard or flexible and may be worked on a full time or part time basis.

(b) The Department Head shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

7. Casual Employment

(i) This clause will only apply to the employees whose conditions of employment are not otherwise included in another industrial instrument.

(ii) An employee defined as casual must be

(a) paid on an hourly basis.

(b) Engaged for a minimum of 3 hours consecutive hours for each day worked.

(c) Engaged for a maximum period of 9 consecutive hours per day (exclusive of meal breaks), with the payment of overtime required for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under Clause 5 of this Award.

(iii) Rate of pay - casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

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

(a) 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.

(b) All casual employees shall receive 1/12 loading in lieu of annual leave.

(c) The loadings specified in sub clause (iii)(a) 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 long service leave, and all incidence of employment, except overtime.

- (iv) Overtime -
- (a) casual employees shall be paid overtime for work performed:
- (1) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under Clause 5 of this Award, cover the particular class of work or are required by the usual work pattern of the position; or
 - (2) Outside the bandwidth application to the particular class of work; or
 - (3) In excess of the daily roster pattern applicable for the particular class of work; or
 - (4) In excess of the standard weekly roster of hours for the particular class of work; or
 - (5) In accordance with a local arrangement negotiated under Clause 5 of this Award
- (b) Overtime rates will be paid in accordance with the rates set out in Clause 57 Overtime of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in sub-clause (iii)(a) of this Clause.
- (d) The loading in lieu of annual leave as set out in subclause (iii)(b) of this Clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (v) Application of other clauses of this Award to Casual employees:
- (a) The following clauses of this Award do not apply to casual employees:
- 6. Hours of Duty and Attendance
 - 11. Variation of Hours
 - 12. Natural Emergencies and Major Transport Disruptions
 - 14. Public Holidays
 - 15. Standard Hours
 - 16. Flexible Working Hours Scheme
 - 20. Excess Travelling Time
 - 30. Semi-Official Telephone Reimbursement
 - 36(i). Leave - General
 - 36(iii) Leave -Application for Leave
 - 38-52 Leave types and conditions
 - 55. Trade Union Activities subclauses (i)-(vii)
 - 56. Shiftwork
 - 57. Overtime (with the exception of the conditions specified in sub-clause 57 (ii)(b) Rates, 57(vi) Rest periods, 57(ix) Meal Breaks on Overtime, 57(x) Meal Allowances for Overtime
 - 60. Existing Entitlements

8. Part-time Employment

- (i) This clause shall only apply to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument
- (ii) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (iii) A part time staff member is to work contract hours less than full-time hours.
- (iv) Unless otherwise specified in this Award, part time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part time position or under a part time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

- (v) Before commencing part time work, the Department Head and the staff member must agree upon:
 - a. The hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - b. Whether flexible working hours provisions or standard hours provisions will apply to the part time staff member; and
 - c. The classification applying to work to be performed.
- (vi) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (vii) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (viii) An employee may request, but not require, a part time staff member to work additional hours. For the time worked in excess of the staff member's usual hour and up to the normal full-time hours for the classification, part time staff members may elect to:
 - a. be paid for additional hours at their hourly rate plus a loading of 1/12ths in lieu of recreation leave
 - b. If working under a flexible working hours scheme under Clause 16 of the Award, or a local agreement made in accordance with clause 5 of the Award, have the time worked credited as flex time.
- (ix) For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with Clause 57 Overtime.

9. Morning and Afternoon Breaks

- (i) Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

10. Meal Breaks

- (i) Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:
 - (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
 - (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Department Head and the Association to provide for payment of a penalty.

10A. Lactation Breaks

- (i) 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.
- (ii) 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.

- (iii) 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.
- (iv) 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.
- (v) The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (vi) 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.
- (vii) 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.
- (viii) 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 16, Flexible Working Hours of this award, where applicable.

11. Variation of Hours

- (i) If the Department Head is satisfied that a staff member is unable to comply with the general hours operating in the department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the staff member's hours of attendance on a one off, short or long term basis, subject to the following:
 - (a) the variation does not adversely affect the operational requirements;
 - (b) there is no reduction in the total number of daily hours to be worked;
 - (c) variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - (d) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
 - (e) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - (f) ongoing arrangements are documented; and
 - (g) the relevant trade union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

12. Natural Emergencies and Major Transport Disruptions

- (i) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - (a) apply to vary the working hours as provided in Clause 11 of this Award and/or
 - (b) negotiate an alternative work location with the Department and/or

- (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of this award to cover the period concerned.

13. Notification of Absence from Duty

- (i) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (ii) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence shall be deducted from the staff member's pay.

14. Public Holidays

- (i) Unless directed to attend for duty by the Department Head, 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) day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
- (ii) A staff member, who is required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (iii) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

15. Standard Hours

- (i) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.
- (ii) Urgent Personal Business - Where a staff member is required to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause (iv) of this clause.
- (iii) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause (iv) of this clause.
- (iv) Making up of Time - The time off taken in circumstances outlined in subclause (ii) and (iii) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Department Head.

16. Flexible Working Hours Scheme

- (i) Unless local arrangements have been negotiated as provided in clause 5, Local Arrangements of this award, a flexible working hours scheme in terms of this clause may operate in a department or a section of a department, subject to operational requirements, as determined by the Department Head.
- (ii) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a department shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses (xiii), (xvii) and xviii of this clause, all

other provisions under this clause shall be applied pro rata to a staff member working under a part time work arrangement.

- (iii) Exclusions - Flexible working hours shall not apply to staff members who:
- (a) work permanent standard hours; or
 - (b) work according to a shift roster; or
 - (c) have coverage under another award, Enterprise Agreement or other agreement that prescribes the hours of attendance.
 - (d) are Members' staff as defined in clause 2, Definitions of this award.
 - (e) are sessional staff (sessional staff will not work under the flexible hours scheme on any sitting day and shall revert to standard hours for sitting days)
 - (f) are Parliamentary Reporting Staff as defined in clause 2, Definitions of this award.
- (iv) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth, and the accrual of time towards flexible working hours credit, shall be subject to the availability of work.
- (v) Bandwidth - The bandwidth is the period during the day when staff may record time worked. Time shall not be credited to an officer for attendance outside the bandwidth. The bandwidth for staff (excluding those specified in sub-clause (vi)) shall be between the hours of 7.30 am. and 6.00 pm, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award.
- (vi) The bandwidth for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of 6.30 am and 5:00pm, unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
- (vii) Coretime - Coretime is the period during the day when staff are required to be on duty, unless on authorised leave. The coretime for staff, excluding those specified in sub-clause viii, shall be between the hours of 10.00a.m. and 4.00p.m, unless other arrangements have been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award. Coretime does not include the lunch break.
- (viii) Coretime for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of:
- 9.00 am - 10.30 am
12.00 noon - 3.00pm
- unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
- (ix) Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by staff members (excluding those specified in sub clause x) for up to 2 hours or reduced to not less than 30 minutes within the span of hours 12.00 noon and 2.30 pm or as other span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- (x) The maximum permissible lunch break for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be 1 hour and 30 minutes taken between the period 10.30 am to 12.00

noon, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this Award to cover Parliamentary Catering Staff.

- (xi) Settlement period - Unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the settlement period shall be four weeks.
 - (a) For time recording purposes the settlement period and flex leave must coincide.
 - (b) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- (xii) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- (xiii) Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 5, Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- (xiv) Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (xv) Cessation of duty - Except as provided in subclause (xiii) of this clause, a staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
 - (a) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (b) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused; or
 - (c) in such other circumstances as have been negotiated between the Department Head and the relevant trade union(s) under a local arrangement in terms of clause 5, Local Arrangements of this award.
- (xvi) Subject to any local arrangements, where a staff member ceases duty in the department in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- (xvii) Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award:
 - (a) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period.
 - (b) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
 - (c) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.

- (xviii) Flex leave - Subject to operational requirements, a staff member may take off one full day or two half days in a settlement period of 4 weeks. Flex leave may be taken on consecutive working days. Half day absences may be combined with other periods of authorised leave. As specified in sub-clause 5(v) Local Arrangements, Flex leave may not be approved where an employee has accrued more than 8 weeks recreation leave.
- (xix) Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 5, Local Arrangements of this award.
- (xx) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, including late attendances, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in paragraph (d) subclause (ii) of clause 36, Leave General of this award.
- (xxi) Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
- (a) where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the department or section of the department, the relevant union shall be consulted, where appropriate; or
 - (b) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (xxii) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday drawn from staff members accrued flex balance.
- (xxiii) Flexible Work Practices
- (a) Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under Flexible Work Practices, Policy and Guidelines.
 - (b) Flexible working hours agreements negotiated in terms of the Flexible Work Practices, Policy and Guidelines after the effective date of this award shall be subject to the conditions specified in this award and in consultation with the relevant trade union.

17. Non-Compliance With Hours of Duty and Attendance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Department Head, shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to management of unsatisfactory performance guidelines.

18. Existing Determinations and Agreements - Hours of Duty

Any existing Determinations and Agreements on local arrangements in respect of the hours of duty, which operated in a department or part of a department as at the effective date of this award, shall continue to apply until renegotiated.

19. Travel Allowances

- (i) Travel Allowance General
- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the department.

- (b) The Department Head shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
 - (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members 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.
 - (d) 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.
 - (e) The Department will elect whether to pay the accommodation directly, or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
 - (f) Production of Receipts - As and when required by the Department Head, payment of travelling expenses shall be subject to the production of receipts or other acceptable evidence of expenditure.
 - (g) The need to obtain overnight accommodation shall be determined by the Department Head having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members 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 Department Head.
- (ii) Accommodation and allowances
- (a) Subject to sub-clause (h), a staff member who is required by the Department Head 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 staff member's residences in order to perform the work.
 - (b) If meals are provided by the Government at the temporary work location the staff member shall not be entitled to claim the meal allowance.
 - (c) For the first 35 days, the payment shall be either
 - (1) where the Department elects to pay the accommodation provider the staff member shall receive
 - A. the appropriate meal allowance in accordance with Item 1 of Table 1, and
 - B. incidentals as set out in Item 3 of Table 1, and
 - C. actual meal expenses properly and reasonably incurred (excluding morning and afternoon tea) for any residual part day travel
 - (2) Where the Department elects not to pay the accommodation provider the staff member shall elect to receive either:
 - A. the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates for every 24 hours absence by the staff member from their residence, and actual meal expenses properly and reasonable incurred (excluding morning and afternoon tea) for any residual part day travel; OR
 - B. In lieu of sub-paragraph A of this paragraph, 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 Item 3 of Table 1 - Allowances of Part B Monetary Rates.

- (d) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred. Where a staff member is unable to so satisfy the Department Head or where part day travel at the end of the trip is involved, the allowance payable for part days of travel shall be limited to the actual expenses incurred during such part day travel.
- (e) A claim under this subclause shall not be made at the set rate for part of the absence (see paragraph (b) of this subclause) and then on the basis of actual expenses for the other part of the absence, except as provided for in paragraph (c) of this subclause.
- (f) After the first 35 days -If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in item 4 of Table 1 allowances of part B Monetary Rates.
- (g) Long term arrangements - as an alternative to the provisions after the first 35 days set out in paragraph (f) above the Department Head could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (h) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location will not constitute a break in temporary work arrangements.
- (i) This clause does not apply to staff members who are on an employee initiated secondment.

20. Excess Travelling Time

- (i) A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this subclause; 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 authorized by the staff member's manager.
- (ii) Compensation under subparagraphs (a) or (b) of this Clause, shall be subject to the following conditions:
 - (a) on a non-working day, subject to the provisions of sub-clauses (v)(d), (e), (f) and (g) - all time spent travelling on official business;
 - (b) on a working day - subject to the provisions of subclause (v), all additional time spent travelling before or after the staff member's normal hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (iii) No compensation for travelling time shall be given in respect of travel between 11.00p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (iv) 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.

- (v) Compensation for excess travelling time shall exclude the following:
- (a) time normally taken for the periodic journey from home to headquarters and return;
 - (b) any periods of excess travel of less than 30 minutes on anyone day;
 - (c) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
 - (d) time from 11.00p.m. on one day to 7.30a.m. on the following day if sleeping facilities have been provided.
 - (e) travel not undertaken by the most practical available route;
 - (f) working on board a ship where meals and accommodation are provided;
 - (g) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (h) travel overseas
 - (i) Time within the flex time bandwidth
- (vi) **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 normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.
- (vii) **Payment** - Payment for travelling time calculated in terms of this subclause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

<u>Annual Salary</u>	x	5	x	1
1		260.89		Normal Hours of Work

- (viii) 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.
- (ix) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (x) 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.

21. Meal Expenses on One-Day Journeys

- (i) A staff member who is authorised by the Department Head to undertake a one day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the following allowances as set out in Item 1 of Table 1 of Part B Rates for: -
- (a) breakfast when required to commence travel at or before 6.00a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30p.m.; and
 - (c) 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 staff member's normal headquarters at the time of taking the normal lunch break.

22. Restrictions on Payment of Travelling Allowances

- (i) An allowance under Clause 19 Travel Allowance is not payable in respect of:
 - (a) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - (b) any period of leave, except with the approval of the Department Head or as otherwise provided by this subclause; or
 - (c) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (ii) A staff member who is in receipt of an allowance under Clause 19 Travel allowance shall be entitled to the allowance in the following circumstances:
 - (a) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location;
 - (b) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;but is not entitled to any other allowance in respect of the same period.

23. Increase Or Reduction in Payment of Travelling Allowances

- (i) Where the Department Head is satisfied that an allowance under Clause 19: Travel Allowances is:
 - (a) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - (b) In excess of the amount that would adequately reimburse the staff member for expenses properly and reasonably incurred, the Department Head may reduce the allowance to an amount that would reimburse the staff member for expenses incurred properly and reasonably.

24. Allowance Payable for the Use of Private Motor Vehicles

- (i) The Department Head 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 department 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.
- (ii) 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.
 - (a) the casual rate is payable if a staff member elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - (b) the official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.

- (iii) A staff member who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause (x) of this clause.
- (iv) 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 Department Head.
- (v) 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 department, provided:
 - (a) the damage is not due to 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.
- (vi) Provided the damage is not the fault of the staff member, the department 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.
- (vii) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (viii) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 of Part B Rates.
- (ix) 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. Headquarters means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long-term basis or the designated headquarters per (a) below:
 - (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member in which the staff member 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) A staff member'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.
- (x) On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member 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 staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
- (xi) Where headquarters has been designated per (ix)(a) above and the staff member 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.

- (xii) 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 home prior to travelling to the headquarters by other means of transport at their own expense
 - (c) When the employee uses the vehicle for official business after normal working hours
 - (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this sub-paragraph is exclusive of, and not in addition to, days referred to in (a), (b) and (c) above.
 - (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department Head is satisfied that:
 - at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - the periodical ticket was in fact purchased; and
 - in regard to train travellers, no allowance is to be paid in respect of the distance between the staff member's home and the railway station or other immediate transport stopping place.

25. Overseas Travel Allowance

Unless the Department Head determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the department to travel overseas on official business, shall be paid the appropriate travelling rates as specified in the relevant Premier's Department Circular as issued from time to time.

26. Staff Exchanges

- (i) The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the department or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the department's business.
- (ii) The conditions applicable to those staff members who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case.
- (iii) The provisions of this subclause do not apply to the loan of services of staff members to trade unions. The provisions of subclause (iv) of clause 55, Trade Union Activities of this award apply to staff members who are loaned to their trade union.

27. Community Language Allowance Scheme (CLAS)

- (i) 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:
 - (a) employed as interpreters and translators; and
 - (b) employed in those positions where particular language skills are an integral part of essential requirements of the position,shall be paid an allowance as specified in Item 7 of Table 1 of Part B Rates.

- (ii) The base level of the CLAS is paid to staff members 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 the Community Relations Commission, or who have passed a National Accreditation Authority for Translators and Interpreters (NAATI) language recognition award.
- (iii) The higher level of CLAS is paid to staff members 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 staff member's language skills, as determined by the Department Head; or
 - (b) have achieved qualifications of NAATI interpreter level or above. This recognizes that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

28. Flying Allowance

- (i) Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 13 of Table 1 Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

29. First Aid Allowance

- (i) 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 in Item 8 of Table 1 of Part B Monetary Rates.
- (ii) The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Defence or Red Cross Society's First Aid Certificates) issued within the previous three years.
- (iii) The Holders of current Occupational First Aid Certificate Allowance Rate will apply to a staff member appointed as a First Aid Officer who:
 - (a) is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites), and
 - (b) holds an Occupational First Aid Certificate issued within the previous three years.
- (iv) The First Aid Allowance shall not be paid during leave of one week or more.
- (v) 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 pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (vi) First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

30. Semi-Official Telephone Reimbursement

- (i) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this subclause if the staff member is required to be contacted

or is required to contact others in connection with the duties of his/her position in the department, as and when required.

- (ii) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (iii) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
 - (a) give decisions, supply information or provide emergency services; and/or
 - (b) be available for reasons of safety or security for contact by the public outside of normal office hours.
- (iv) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
 - (a) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (b) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (c) the full cost of official local, STD and ISD calls.
- (v) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - (a) date, time, length of call and estimated cost;
 - (b) name and phone number of the person to whom call was made; and
 - (c) reason for the call.

31. On-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (i) entitled to be paid the on call allowance set out in Item 9 of Table 1 of Part B Rates when directed by the department to be on call outside the staff member's working hours;
- (ii) if a staff member who is on call, is called out by the department, the overtime provisions as set out in Clause 57, Overtime of this award shall apply to the time worked;
- (iii) 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.

32. Service Increments Allowance

- (i) Staff members previously employed as Security Officers who received a long Service Increment Allowance will continue to receive this allowance on a personal basis during their employment with the NSW Parliament. The allowance will be paid at the rate specified in Item 14 of Table 1 of Part B Rates.
- (ii) Service increments allowances are not payable to any other staff members other than those under subclause (i) above.

33. Uniforms, Protective Clothing and Their Maintenance

- (i) Uniform and protective clothing provided by the department - A staff member who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the department with such clothing and, except as specified in subclause (iii) of this clause, shall be paid an allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.
- (ii) Uniform and protective clothing provided by the staff member - Where the 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.
- (iii) Payment of laundry allowance - Unless the staff member is entitled to receive a laundry allowance under another industrial instrument, or the Parliament provides the cleaning and laundry service, the staff member to whom subclause (i) or (ii) of this clause apply, shall be paid an allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.
- (iv) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the department.
- (v) Uniforms and protective clothing provided by the Department will be replaced upon certification by the Manager that they are no longer serviceable.

34. Compensation for Damage to Or Loss of Staff Members' Personal Property

- (i) Where damage to or loss of the staff member'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 department covering the damage to or loss of the personal property of the staff member.
- (ii) If a claim under subclause (i) of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (a) is due to the negligence of the department, 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 departmental property from loss or damage.
- (iii) Compensation in terms of subclause (ii) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (iv) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (v) Compensation for the damage sustained shall be made by the department 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.

35. Adjustment of Allowances

- (i) The allowance specified in paragraph (x (xi)(b) of clause 57, Overtime, will be adjusted in line with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

- (ii) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowance amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 19 Travel Allowances
 - (b) Clause 21 Meal expenses on one day journeys;
 - (c) Subclause 57(x) Overtime meal allowances
- (iii) Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the ATO:
 - (a) Clause 24 Allowance payable for the use of private motor vehicle
- (iv) Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March Quarter figures)
 - (a) Clause 33 Uniforms, protective clothing and their maintenance
- (v) Allowances payable in terms of clauses listed in this paragraph shall be adjusted in line with any increases to the same allowances payable under the Crown Employees (Public Service Conditions of Employment) Award 2009, or any replacement award and shall be adjusted on and from the date or pay period the percentage increase takes effect:
 - (a) Clause 27 Community Language Allowance Scheme
 - (b) Clause 28 Flying Allowance
 - (c) Clause 29 First Aid Allowance
 - (d) Clause 31 On-call allowance

36. Leave - General

- (i) General
 - (a) The leave provisions contained in this award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Department Head and the relevant trade union in terms of clause 5, Local Arrangements 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) The leave provisions of this award do not apply to an apprentice, except in respect of recreation leave if the entitlement to recreation leave under the apprenticeship award is less favourable than the recreation leave provisions under this clause.
 - (d) A temporary employee 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 in the Parliament, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
 - (e) Where paid and unpaid leave available to be granted under this clause are combined, paid leave shall be taken before unpaid leave.

- (ii) Absence from Duty
 - (a) A staff member must not be absent from work unless reasonable cause is shown.
 - (b) If a staff member is 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 Department Head shall deduct 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 a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be 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.
- (iii) Application for Leave
 - (a) An application by a staff member for leave under this award shall be made to and dealt with by the Department Head.
 - (b) the Department Head shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the department permit this to be done.

37. Leave for Casual Employees

- (i) Other than as described under subclauses (iii), (iv), (v) and (vii) of this clause, casual employees are not entitled to any other paid or unpaid leave.
- (ii) Casual employees will be paid a loading of 1/12th in lieu of annual leave.
- (iii) Casual employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (iv) 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 Department Head must not fail to re-engage a regular casual employee because:
 - 1. the employee or employee's spouse is pregnant; or
 - 2. the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (v) Personal Carers 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 subclause (vi) of this clause 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 paragraph (d), and the notice requirements set out in paragraph (e).

- (b) 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.
 - (c) The 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 an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required:
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, 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.
- (vi) A family member for the purposes of paragraph (v)(a) of this clause is the same as defined under subclause 42(iv)(b) Sick Leave to care for a family member.
- (vii) 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 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.
 - (c) The 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 an employer to engage or not to 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.

38. Recreation Leave

- (i) Accrual
 - (a) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year.
 - (b) Staff members 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.

- (c) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, who is stationed indefinitely in a remote area of the State, as defined in clause 2, Definitions of this award.
 - (d) Additional recreation leave, at the rate of 10 days per year, accrues to a staff member, who is Sessional Staff as defined in clause 2, Definitions.
 - (e) A staff member who is not defined as Sessional Staff who at 12 March 1992 was in receipt of 6 weeks leave each year will continue to receive six (6) weeks leave each year maintained on a personal basis.
 - (f) Recreation leave accrues from day to day.
- (ii) Limits on Accumulation of recreation leave and direction to take leave
- (a) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Department Head in special circumstances.
 - (b) Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
 - (c) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Department or Section.
 - (d) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and may direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department or section.
 - (e) A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 9 weeks by 30 June 2011.
 - (f) Staff defined as Sessional Staff, in paragraph (c) 8 weeks substitutes for 6 weeks and in paragraph (d) and (e) 10 weeks substitutes for 8 weeks.
- (iii) Conservation of recreation leave - If the Department Head is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of less than 8 weeks, or its hourly equivalent the Department Head shall:
- (a) specify in writing the period of time during which the excess 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 8 week level specified.
 - (c) The Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (iv) Recreation Leave - Other provisions
- (a) Unless a local arrangement has been negotiated between the Department Head and the relevant trade union, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.

- (b) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fraction less than a quarter being rounded up).
- (c) Recreation 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 (d) of this subclause.
- (d) Recreation leave does not accrue during leave without pay other than:
 - (1) Military leave taken without pay when paid military leave entitlements are exhausted;
 - (2) Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (3) Any continuous period of sick leave taken without pay when paid sick leave is exhausted
 - (4) Incapacity for which compensation has been authorized under the Workplace Injury Management and Workers' Compensation Act 1988; or
 - (5) Periods of sick leave without pay or any other approved leave without pay which when aggregated do not exceed 5 working days in any period of 12 months.
- (e) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (d) of this subclause above shall be calculated to an exact quarter day (fractions less than a quarter being rounded down).
- (f) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
- (g) Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Clause 45 Parental Leave.
- (h) On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave, which remains untaken.
- (i) A staff member to whom paragraph (h) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (j) Death -Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death shall be paid to the staff member's nominated beneficiary.
- (k) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
 - (1) to the widow, widower or de facto partner of the staff member; or
 - (2) if there is no widow, widower or de facto partner, 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
 - (3) if there is no such widow, widower or de facto partner or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) if there is no person entitled under subparagraphs (1) or (2) or (3) of this paragraph 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.

- (l) A staff member entitled to additional recreation leave under 38(i)(c) and (d) can elect at any time to cash out the additional recreation leave.

39. Annual Leave Loading

- (i) General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subparagraph. Subject to the provisions set out in subclauses (ii) to (vi) of this clause the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- (ii) Loading on additional leave accrued - Where additional leave is accrued by a staff member:
- (a) 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 higher.
- (b) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (iii) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- (b) 17½% annual leave loading.
- (iv) Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (v) Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (vi) Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (a) annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two consecutive weeks leave for recreation purposes. Such leave may be a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off.
- (b) if at least two weeks leave as set out in paragraph (a) of this subclause is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- (c) while annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in subparagraph (a) of this subclause is taken.
- (d) a staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- (e) Except in cases of Voluntary Redundancy, proportionate leave loading is not payable on cessation of employment.

40. Sick Leave

- (i) Illness in this clause and in clauses 41 and 42 means physical and psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (ii) Payment for sick leave is subject to the staff member:
 - (a) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible, and
 - (b) Providing evidence of illness as soon as practicable if required by clause 41.
- (iii) If the Department Head 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 Department Head:
 - (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 Award to sick leave on full pay.
- (iv) The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
 - (a) is unable to carry out their duties without distress; or
 - (b) risks further impairment of their health by reporting for duty; or
 - (c) is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.
- (v) The Department Head may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (vi) Entitlements
 - (a) At the commencement of employment with the Parliament, a full time staff member is granted an accrual of 5 days sick leave.
 - (b) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - (d) All continuous service as a staff member with 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.
 - (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.

- (vii) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (viii) Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

41. Sick Leave - Requirements for Medical Certificate

- (i) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- (ii) In addition to the requirements under subclause 40(ii), Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- (iii) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.
- (iv) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- (v) If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest (or any replacement provider) for advice.
 - (a) The type of leave granted to the staff member will be determined by the Department Head based on HealthQuest's (or any replacement provider's) advice.
 - (b) If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (vi) 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 confidentiality by an alternate manager or the human resources section of the Department.
- (vii) The reference in this clause to evidence of illness shall apply as appropriate:
 - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
 - (b) where the absence exceeds one week, and unless the health provider listed in paragraph 41(vii)(a) of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
 - (c) at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- (viii) If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head a satisfactory medical certificate in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:

- (a) In respect of recreation leave, the period set out in the medical certificate;
 - (b) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more
 - (c) The Department Head has the discretion to accept the other forms of evidence to satisfy that a staff member had a genuine illness.
- (ix) Sub-clause (viii) 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.

42. Sick Leave to Care for a Family Member

- (i) Where family and community service leave provided for in clause 46, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause (iv) 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 subclause, to provide such care and support when a family member is ill.
- (ii) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (iii) If required by the Department Head, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned, consistent with subclause 41(vi).
- (iv) 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:
 - (1) a spouse of the staff member; or
 - (2) 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
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (4) 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.

43. Sick Leave - Workers Compensation

- (i) The Department Head 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.

- (ii) 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.
- (iii) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (iv) The Department Head will ensure that, once received by the department, a staff member's worker's compensation claim is lodged by the department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (v) Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head 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.
- (vi) 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.
- (vii) 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.
- (viii) If a staff member notifies the Department Head that he or she does not intend to make a claim for any such compensation, the Department Head 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.
- (ix) 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.
- (x) If the Department Head 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 *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.
- (xi) 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*.
- (xii) 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 Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

44. Sick Leave - Other Than Workers Compensation

- (i) 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 department 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 department the monetary value of any such period of sick leave.
- (ii) 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 Department Head is satisfied that the refusal or failure is unavoidable.
- (iii) On repayment to the department 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.

45. Parental Leave

- (i) Parental leave includes maternity, adoption leave and "other parent" leave.
- (ii) 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.
- (iii) 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 Department Head 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, flex leave or family and community service leave.
- (iv) 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.
- (v) 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 (ix) 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:
 - (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.
- (vi) Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time 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.
- (vii) 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 they were paid (full-time or part-time) before commencing the initial leave if they have not returned to work;
 - (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.
- (viii) Except as provided in subclauses (v), (vi) and (vii) of this clause parental leave shall be granted without pay.

- (ix) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (ii), (iii) or (iv) may make a request to the Department Head to:
- (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (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 staff member in reconciling work and parental responsibilities.
- (b) The Department Head 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 Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (x) Notification Requirements
- (a) When the Department Head is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department Head 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 Department Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (1) that she/he intends to take parental leave, and
 - (2) the expected date of birth or the expected date of placement, and
 - (3) if she/he is likely to make a request under subclause (ix).
- (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (1) the date on which the maternity, adoption or other parent leave is intended to start, and
 - (2) the period of leave to be taken.
- (d) Staff member's request and the Department Head's decision to be in writing. The staff member's request under paragraph (ix)(a) and the Department Head's decision made under paragraph (ix)(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 Department Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
- (f) A staff member on maternity leave is to notify the Department Head of the date on which she gave birth as soon as she can conveniently do so.
- (g) A staff member must notify the Department Head 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 Department Head and any number of times with the consent of the Department Head. In each case she/he must give the Department Head at least 14 days notice of the change unless the Department Head decides otherwise.
- (xi) 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 (ix), and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (xii) 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.
- (xiii) 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 Department Head 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.
- (xiv) 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 Department Head) must be given.
- (xv) 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.
- (xvi) 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.
- (xvii) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave subject to:
- (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.
- (xviii) 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 Department Head, should, in consultation with the member of staff, 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.
- (xix) If such adjustments cannot reasonably be made, the Department Head 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 which ever is the earlier.
- (xx) 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 Department Head shall take reasonable steps to:

- (1) 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
 - (2) 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 Department Head 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 Department Head of changes of address or other contact details which might affect the Department Head's capacity to comply with paragraph (a).

46. Family and Community Service Leave

- (i) The Department Head shall grant to a staff member some, or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in subclause (ii). The Department Head may also grant leave for the purposes in subclause (iii). 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.
- (ii) 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;
 - (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 or snow etc. threaten property and/or prevent 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, if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.
- (iii) Family and community service leave may also be granted for:
 - (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding offices in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of mayor of a municipal council, president of a shire council, or chairperson of a county council; and
 - (b) 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.
- (iv) The definition of 'family' or 'relative' in this clause is the same as that provided in subclause 42(iv)(b).
- (v) Family and community service leave shall accrue as follows:
 - (a) 2.5 days in the staff member's first year of service;

- (b) 2.5 days in the staff member's second year of service; and
- (c) One day per year thereafter.
- (vi) If available family and community is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.
- (vii) If available family and community service leave is exhausted on the death of a family member or relative, additional paid Family and Community Service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (viii) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 42, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted or is unavailable.
- (ix) A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

47. Observance of Essential Religious Or Cultural Obligations

- (i) 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, flex leave, RDO or leave without pay to do so.
- (ii) Provided adequate notice as to the need for leave is given by the staff member to the department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this subclause.
- (iii) 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 Department Head, subject to:
 - (a) adequate notice being given by the staff member;
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Department Head.
- (iv) Notwithstanding the provisions of subclauses (i), (ii) and (iii) of this clause, arrangements may be negotiated between the department and the relevant trade union(s) in terms of clause 5, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

48. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002*.

49. Leave Without Pay

- (i) The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- (ii) Leave without pay may be granted on a full-time or a part time basis.
- (iii) 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.
- (iv) 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.
- (v) 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 Department Head.
- (vi) 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.
- (vii) No paid leave shall be granted during a period of leave without pay.
- (viii) A permanent appointment may be made to the staff member's position 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 12 months; and
 - (b) The staff member is advised of the Department's proposal to permanently backfill their position; and
 - (c) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (d) the Department advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (ix) The position cannot be filled permanently unless the above criteria are satisfied.
- (x) The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- (xi) Subclause (viii) above does not apply to full-time unpaid parental leave granted in accordance with paragraph 45(ix)(a) or to military leave.

50. Military Leave

- (i) During the period of 12 months commencing on 1 July each year, the Department Head 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 or compulsory parades conducted by the staff member's unit.
- (ii) In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.

- (iii) Up to 24 working days military leave per financial year may be granted by the Department 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 (i) of this clause.
- (iv) A Department Head 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.
- (v) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause (iii) may be granted Military Leave Top Up Pay by the Department Head.
- (vi) 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.
- (vii) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- (viii) At the expiration of military leave granted in accordance with this Clause, the staff member shall furnish to the Department Head a certificate of attendance and details of the staff member's reservist pay signed by the commanding officer or other responsible officer.

51. Special Leave

- (i) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
 - (a) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the department.
- (ii) Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
 - (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (b) pay into the Parliament of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - (c) Union Witness - a staff member called by their union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the department for the required period.
- (iii) 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 flex leave or recreation/extended leave on full pay, or leave without pay.
- (iv) Special Leave - Examinations - 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 Department Head.
 - (a) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

- (b) If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- (v) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in Clause 55, Trade Union Activities of this award.
- (vi) A staff member who identifies as an Indigenous Australian 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 (NAIDOC). Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and the staff member.
- (vii) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Department Head for such other purposes, during such periods and subject to the conditions specified in the New South Wales Public Service Personnel Handbook at the time the leave is taken.
- (vii) Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 51A, Leave for Matters Arising From Domestic Violence have been exhausted, the Clerk(s) 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.

51A. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in clause 2, Definitions of this award;
- (ii) Leave entitlements provided for in clause 46, Family and Community Service Leave, clause 42 Sick leave to care for Family Member and clause 40, Sick Leave, may be used by staff members experiencing domestic violence;
- (iii) Where the leave entitlements referred to in subclause 51A (ii) are exhausted, the Clerk(s) shall grant Special Leave as per subclause 51(vii);
- (iv) The Clerk(s) 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;
- (v) Personal information concerning domestic violence will be kept confidential by the agency;
- (vi) The Clerk(s), 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.

52. Purchased Leave

- (i) A staff member may apply to enter in an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (ii) Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.
- (iii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading
- (iv) The leave will count as service for all purposes.
- (v) The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.

- (vi) Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- (vii) To calculate the purchase leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks or purchased leave and then annualised at a pro rata rate over the 12 month period.
- (viii) Purchased leave is subject to the following provisions:
 - (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) Other leave taken during the 12 month purchased leave agreement period i.e. 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 period of purchased leave
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings
 - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay
 - (f) Higher duties allowance will not be paid when a period of purchased leave is taken.
- (ix) Specific conditions governing purchased leave may be amended from time to time in consultation with the Association.

53. Study Assistance

- (i) Study Time - The Department Head shall have the power to grant or refuse study time.
- (ii) Where the Department Head approves the grant of study time, the grant shall be subject to:
 - (a) the course being a course relevant to the department and/or the Parliament; and
 - (b) the time being taken at the convenience of the department or section.
 - (c) 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.
- (iii) Study time may be granted to both full and part time staff. Part time staff however shall be entitled to a pro-rata allocation of study time to that of a full-time staff.
- (iv) Study time may be used for:
 - (a) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - (c) private study; and/or
 - (d) Accumulation, subject to the conditions specified in subclauses (vi) to (x) of this clause.
- (v) Staff 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:

- (a) Face-to-Face - Staff may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- (b) Correspondence - Staff may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- (c) Accumulation - Staff may choose to accumulate part or all of their study time as provided in paragraphs (vi) to (x) of this clause.
- (vi) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the department.
- (vii) Staff 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 staff and the department.
- (viii) Where at the commencement of an academic year/semester staff elects to accrue study time and that staff member 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.
- (ix) Staff 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.
- (x) Where a staff member 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.
- (xi) Staff studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (xii) Correspondence Courses - Study time for staff 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.
- (xiii) 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.
- (xiv) Repeated subjects - Study time shall not be granted for repeated subjects.
- (xv) 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.
- (xvi) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (xvii) The period granted as examination leave shall include:
 - (a) time actually involved in the examination;
 - (b) 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 staff member.

- (xviii) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (xix) Study Leave - Study leave for full-time study is granted to assist those staff members 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.
- (xx) All staff members are eligible to apply and no prior service requirements are necessary.
- (xxi) Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (xxii) Where financial assistance is approved by the Department Head 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 staff member.
- (xxiii) Scholarships for Part time Study - In addition to the study time/study leave provisions under this subclause, the department may choose to identify courses or educational programmes of particular relevance or value and establish a departmental 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.

54. Staff Development and Training Activities

- (i) For the purpose of this subclause, the following shall be regarded as staff development and training activities:
- (a) all staff development courses conducted by a NSW Public Sector organisation;
 - (b) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (ii) For the purposes of this subclause, the following shall not be regarded as staff development and training activities:
- (a) activities for which study assistance under clause 53 is appropriate, including university or TAFE courses;
 - (b) activities to which other provisions of this award apply (e.g. courses conducted by trade unions); and
 - (c) activities which are of no specific relevance to the NSW Parliament.
- (iii) Attendance of a staff member at activities considered by the Department Head to be:
- (a) essential for the efficient operation of the department; or
 - (b) developmental and of benefit to the NSW Parliament
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- (iv) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the department:

- (a) recognition that the staff members are performing normal duties during the course;
 - (b) adjustment for the hours so worked under flexible working hours;
 - (c) payment of course fees;
 - (d) 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
 - (e) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 57, Overtime of this award.
- (v) The following provisions shall apply, as appropriate, to the activities considered to be staff developmental and of benefit to the department or section
- (a) recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (b) payment of course fees;
 - (c) reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - (d) such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (vi) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the department or section, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Department Head is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- (vii) Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this subclause.

55. Trade Union Activities

- (i) A trade union delegate will be released from the performance of normal departmental duty in respect of activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:
- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Occupational Health and Safety Regulation 2011;
 - (b) Attendance at meetings with workplace management or workplace management representatives;
 - (c) A reasonable period of preparation time, before
 - (1) meetings with management
 - (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and

- (3) 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;
 - (e) Appearing as a witness before the Industrial Relations Commission in respect of proceedings under Part 7, Public sector promotion and disciplinary appeals;
 - (f) Representing their trade union at the Industrial Relations Commission in respect of proceedings under Part 7, Public sector promotion and disciplinary appeals as an advocate or as a Tribunal Member;
 - (g) Presenting information on the trade union and trade union activities at induction sessions for new staff of the department; and
 - (h) Distributing official trade union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- (ii) Trade Union Activities regarded as Special Leave.

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

- (a) annual or biennial conferences of the delegate's union;
 - (b) meetings of the union's 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 Unions NSW involving a public sector trade union which requires attendance of a delegate;
 - (e) attendance at meetings called by the Presiding Officer(s), as the employer for industrial purposes, as and when required;
 - (f) giving evidence before an Industrial Tribunal as a witness for the trade union;
 - (g) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (i), (ii) and (iii) of this clause apply.
- (iii) Trade Union Training Courses - The following training courses will attract the grant of special leave as specified below:

- (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members.

The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the relevant trade union under a local arrangement pursuant to clause 5, Local Arrangements of this award.

- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or his/her union;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.
- (iv) Trade Union On Loan Arrangements - Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the union:-
 - (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
 - (b) briefing counsel on behalf of the union;
 - (c) assisting union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of their trade union;
 - (d) country tours undertaken by a member of the Executive or Council of the trade union;
 - (e) taking up of full time duties with the trade union if elected to the office of President, General Secretary or to another full time position with the trade union.
 - (f) Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to his/her trade union:-
 - (1) the department will continue to pay the delegate or an authorised union representative whose services are on loan to their trade union;
 - (2) the department will seek reimbursement from the trade union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (3) Agreement with the trade union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the trade union.
 - (g) Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
 - (h) 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 trade union needs to extend an on loan arrangement, the trade union shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
 - (i) Where the Department Head and the relevant trade union cannot agree on the on loan arrangement, the matter is to be referred to the Presiding Officer(s) for consultation with the Department Head and the trade union.

- (v) Period of Notice for Trade Union Activities - The Department Head must be notified in writing by the trade union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.
- (vi) Access to Facilities by Trade Union Delegates - The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised union activities:
 - (a) telephone, facsimile and, where available, E-mail facilities;
 - (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
 - (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.
- (vii) Responsibilities of the Trade Union Delegate - Responsibilities of the union delegate are to:
 - (a) establish accreditation as a delegate with the union and provide proof of accreditation to the workplace;
 - (b) participate in the workplace consultative processes, as appropriate;
 - (c) follow the dispute settling procedure applicable in the workplace;
 - (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised union business;
 - (e) account for all time spent on authorised union business;
 - (f) when special leave is required, to apply for special leave in advance;
 - (g) distribute union literature/membership forms, under local arrangements negotiated between the Department Head and the relevant trade union; and
 - (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.
- (viii) Responsibilities of the Trade Union - Responsibilities of the Trade Union are to:
 - (a) provide written advice to the Department Head about a Trade Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph (b) of subclause (ix) of this clause;
 - (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - (e) apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement; and
 - (f) assist the workplace management in ensuring that time taken by the union delegate is accounted for and any facilities provided by the employer are used reasonably and properly;
 - (g) advise the employer of any leave taken by the trade union delegate during the on loan arrangement.

- (ix) Responsibilities of Workplace Management - Where time is required for union activities in accordance with this clause the responsibilities of the workplace management are to:
- (a) release the accredited delegate from duty for the duration of the union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - (b) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - (c) where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
 - (d) recredit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - (e) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, apply the provisions of paragraph (d) of this subclause;
 - (f) continue to pay salary during an "on loan" arrangement negotiated with the relevant union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - (g) verify with the union the time spent by a union delegate or delegates on union business, if required; and
 - (h) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, consult with the trade union before taking any remedial action.
 - (i) Advise the accredited delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session
- (x) Right of Entry - The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Occupational Health and Safety Regulation 2011* and the *Industrial Relations Act 1996*.
- (xi) Travelling and Other Costs of Trade Union Delegates
- (a) Except as specified in paragraph (c) of subclause (ix) of this clause, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
 - (b) In respect of meetings called by the workplace management in terms of paragraph (b) of subclause (ix) of this clause, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be paid, as appropriate, on the same conditions as apply under clause 19, Travel Allowances and clause 24, Allowance Payable for Use of Private Motor Vehicle of this award.
 - (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the department, in respect of union activities covered by special leave or on duty activities provided for in this clause.
 - (d) 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 department by the union or the staff member.
- (xii) Industrial Action
- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.

- (b) There will be no victimisation of staff members prior to, during or following such industrial action.
- (xiii) Consultation and Technological Change
- (a) 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 the trade unions represented in the department or section.
 - (b) Management shall consult with the relevant trade union prior to the introduction of technological change.

56. Shift Work

- (i) Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:
- Day - at or after 6am and before 10am Nil
- Afternoon - at or after 10am and before 1pm 10%
- Afternoon - at or after 1pm and before 4pm 12½%
- Night - at or after 4pm and before 4am 15%
- Night - at or after 4am and before 6am 10%
- (ii) 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.
- (iii) 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.
- (iv) 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 two times the rate for time worked.
- (v) Public Holidays -
- (a) 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;
 - (b) a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;
- (vi) 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 Department Head.
- (vii) 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.

- (viii) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (ix) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (x) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (a) the completion of an ordinary rostered shift; or
 - (b) the completion of authorised overtime; or
 - (c) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- (xi) Eight Consecutive Hours Break on Overtime -
 - (a) When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (xii) The rest period off duty 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.
- (xiii) 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.

57. Overtime

- (i) General
 - (a) A staff member may be directed by the Department Head or their delegate 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:
 - (1) the staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to the staff member's health and safety,
 - (3) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Department Head or their delegate regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
 - (b) Payment for overtime shall be made only where the staff member works directed overtime.
 - (c) Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to Clause 5 Local Arrangement of this Award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the

Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

- (d) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance,
- (e) Payment of overtime will not be made to staff defined as Members' staff in clause 2, Definitions who receive an all incidence of employment allowance.

(ii) Overtime

- (a) The provisions of this clause shall not apply to:
- (1) shift workers as defined in clause 2, Definitions of this award and to whom provisions of subclauses (iii) of this clause apply;
 - (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the relevant trade union;
 - (3) staff members to whom overtime provisions apply under another industrial instrument;
 - (4) staff members whose salary includes compensation for overtime; and
 - (5) staff members who receive an allowance in lieu of overtime.
- (b) Rates - Overtime shall be paid at the following rates:
- (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 staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 5, Local Arrangements of this award apply;
 - (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;
 - (3) Sundays - All overtime worked on a Sunday at the rate of double time;
 - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

(iii) Overtime Worked by Shift Workers

- (a) The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- (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.

- (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.
 - (3) Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - (4) Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (iv) 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.
- (v) A staff member 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.
- (vi) Rest Periods
- (a) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (b) Where a staff member, at the direction of the supervisor, 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.
 - (c) The provision of this clause, Rest periods, will not apply to sessional staff where the overtime and attendance at work and rest period of less than 8 hours is the result of a sitting of the Legislative Assembly or the Legislative Council.
- (vii) Recall to Duty
- (a) A staff member 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.
 - (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 callout 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 department'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.
- (viii) On call (Standby)
- (a) When a staff member is directed to be on call or on standby for a possible recall to duty, payment of an on call allowance shall be made. Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this award, the rate shown in item 9 of Table 1 - Allowances, of Part B Monetary Rates shall be made for the duration of on call (standby).
- (b) If a staff member who is on call and is called out by the Department, the applicable overtime provisions as set out in this Clause 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.
- (ix) Meal Breaks on Overtime
- (a) Staff members not working flexible hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 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.
- (c) Staff Members Generally - A 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.
- (x) Meal Allowances for Overtime
- (a) If an adequate meal is not provided by the department, a meal allowance shall be paid by the department for meal breaks taken pursuant to subclause (ix) Meal Breaks on Overtime of this clause, provided the Department Head is satisfied that:
- (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) 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
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the allowance for the meal shall be at the rate specified in Item 11 of Table 1 - Allowances of Part B, Monetary Rates, as appropriate.

- (c) Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the relevant trade union(s) from negotiating different meal provisions under a local arrangement.
- (xi) Senior Staff payments:
- (a) A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.
- (b) Sessional Staff as defined in clause 2, Definitions, whose salary, or salary and allowance in the nature of salary, exceeds an amount equivalent to the rate prescribed as the maximum for a clerk grade 8, as varied from time to time, shall be entitled to payment of an allowance as set in item 12 Part B, Table 1 Allowances in lieu of overtime on each occasion they are required to work beyond 8.00 pm in sitting periods.
- (xii) The Department Head shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (xiii) of this clause.
- (xiii) Leave In Lieu of Payment for overtime
- (a) A staff member who, at the direction of the Department Head works overtime, may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- (b) The following provisions shall apply to the leave in lieu: -
- (1) 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;
 - (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - (3) the leave must be taken at the convenience of the department, except when leave in lieu is being taken to look after a sick family member. In such cases the conditions set out in clause 42, Sick Leave to Care for a Family Member of this award apply;
 - (4) the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's department or section;
 - (5) leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
 - (6) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (xiv) Calculation of Overtime
- (a) Unless a minimum payment in terms of subclause (v) of this clause applies, 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:

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

- (c) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{Normal hours of work}}$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

- (e) Overtime is not payable for time spent travelling.

(xv) Adjustment of Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 34, Adjustment of Allowances of this award.
- (b) Where an allowance under paragraph (a) of this subclause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

(xvi) Provision of Transport

- (a) For the purpose of this subclause, departure or arrival after 8.00 p.m. will determine whether the provisions of this subclause apply.

Departure or arrival after 8.00 p.m. 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.

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

- (b) Arrangement of Overtime

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

- (c) Provision of Taxis

Where a staff member, other than a staff working rostered shifts, 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.

58. Grievance and Dispute Settling Procedures

- (i) 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.

- (ii) 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.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within three (3) working days, or as soon as practicable, of the matter being brought to attention.
- (iv) 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 Department Head or appointed deputy.
- (v) 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 three (3) 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 Department Head.
- (vi) The Department Head may refer the matter to the Presiding Officer(s) for consideration.
- (vii) If the matter remains unresolved, the Department Head 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.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, union, department and Presiding Officer(s) shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

59. Anti Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (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".

60. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in a department or section 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 relevant trade union.

61. Deduction of Union Membership Fees

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

62. Secure Employment

- (i) 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.

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have 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) 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.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), 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 pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

(iii) Occupational Health and Safety

(a) 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.

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

- (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.

(c) Nothing in this subclause (iii) 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*.

(iv) 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.

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

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

Effective 1 July 2011

Item No	Clause No	Description	Amount	
1	Clause 21	Meal expenses on one day journeys: Capital cities and high cost country centres (see list in item 2)		
		(a) Breakfast	\$23.65	
		(b) Dinner	\$45.60	
	(c)	Lunch		\$26.55
			Tier 2 and other country centres (see list in item 2)	
			(a) Breakfast	\$21.15
		(b) Dinner	\$41.65	
		(c) Lunch	\$24.20	
		2	Clause 19 (ii)(c)(2)	Travelling allowances when staying in Non-Government Accommodation.
Capital cities:	Per day			
Adelaide	\$270.10			
Brisbane	\$314.10			
Canberra	\$278.10			
Darwin	\$302.10			
Hobart	\$238.10			
Melbourne	\$286.10			
Perth	\$289.10			
Sydney	\$296.10			
High cost country centres	Per day			
Ballarat (VIC)	\$240.10			
Bendigo (VIC)	\$235.10			
Broome (WA)	\$335.60			
Bunbury (WA)	242.10			
Burnie (TAS)	\$238.10			
Cairns (QLD)	\$240.10			
Carnarvon (WA)	\$264.10			
Christmas Island (WA)	\$263.10			
Dalby (QLD)	\$246.60			
Dampier (WA)	287.60			
Derby (WA)	294.60			
Devonport (TAS)	\$241.60			
Echuca (VIC)	\$235.60			
Exmouth (WA)	\$307.10			
Geelong (VIC)	\$244.10			
Geraldton (WA)	\$259.10			
Gladstone (QLD)	\$251.60			
Gold Coast (QLD)	\$283.10			
Halls Creek (WA)	\$308.10			
Horn Island (QLD)	\$282.10			
Jabiru (NT)	\$311.10			
Kalgoorlie (WA)	\$282.60			
Karratha (WA)	\$398.10			
Katherine (NT)	\$233.60			
Kununurra (WA)	\$295.10			

	Launceston (TAS)	\$239.60
	Mackay (QLD)	\$266.10
	Maitland (NSW)	\$244.60
	Mount Isa (QLD)	\$271.60
	Newcastle (NSW)	\$255.60
	Newman (WA)	\$308.10
	Norfolk Island	\$302.60
	Port Hedland (WA)	\$383.10
	Port Pirie (SA)	\$248.10
	Thursday Island (QLD)	\$293.10
	Townsville (QLD)	\$247.60
	Weipa (QLD)	\$251.10
	Wilpena-Pound (SA)	\$257.10
	Wollongong (NSW)	\$241.10
	Wonthaggi (VIC)	\$235.10
	Yulara (NT)	\$453.10
	Tier 2 country centres	Per day
	Albany (WA)	\$224.30
	Alice Springs (NT)	\$224.30
	Ararat (VIC)	\$224.30
	Armidale (NSW)	\$224.30
	Bairnsdale (VIC)	\$224.30
	Bathurst (NSW)	\$224.30
	Bordertown (SA)	\$224.30
	Bright (VIC)	\$224.30
	Broken Hill (NSW)	\$224.30
	Bundaberg (QLD)	\$224.30
	Castlemaine (VIC)	\$224.30
	Ceduna (SA)	\$224.30
	Cocos (Keeling) Islands	\$224.30
	Coffs Harbour (NSW)	\$224.30
	Cooma (NSW)	\$224.30
	Dubbo (NSW)	\$224.30
	Emerald (QLD)	\$224.30
	Esperance (WA)	\$224.30
	Gosford (NSW)	\$224.30
	Goulburn (NSW)	\$224.30
	Hamilton (VIC)	\$224.30
	Hervey Bay (QLD)	\$224.30
	Horsham (VIC)	\$224.30
	Innisfail (QLD)	\$224.30
	Kadina (SA)	\$224.30
	Kingaroy (QLD)	\$224.30
	Mildura (VIC)	\$224.30
	Mount Gambier (SA)	\$224.30
	Mudgee (NSW)	\$224.30
	Muswellbrook (NSW)	\$224.30
	Naracoorte (SA)	\$224.30
	Orange (NSW)	\$224.30
	Port Augusta (SA)	\$224.30
	Portland (VIC)	\$224.30
	Port Lincoln (SA)	\$224.30
	Port Macquarie (NSW)	\$224.30
	Queanbeyan (NSW)	\$224.30
	Renmark (SA)	\$224.30
	Rockhampton (QLD)	\$224.30
	Roma (QLD)	\$224.30

		Seymour (VIC)	\$224.30
		Swan Hill (VIC)	\$224.30
		Tamworth (NSW)	\$224.30
		Tennant Creek (NT)	\$224.30
		Toowoomba (QLD)	\$224.30
		Tumut (NSW)	\$224.30
		Wagga Wagga (NSW)	\$224.30
		Warnambool (VIC)	\$224.30
		Whyalla (SA)	\$224.30
		Other country centres	\$204.30
3	Clause 19(ii)	Incidental expenses when claiming actual expenses - all locations	\$17.30
4	Clause 19 (ii)(f)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	Clause 19	Government accommodation - Incidental expenses (per day)	\$17.30
6	Clause 24	Use of private motor vehicle	Cents per kilometre
		Official business	
		Engine capacity-	
		2601cc and over	75.0
		1601cc-2600cc	74.0
		1600cc or less	63.0
		Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.0
		1601cc-2600cc	29.6
		1600cc or less	25.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	31.5
		Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.75
7	Clause 27	Community language allowance scheme -	Per annum
		- Base Level Rate	\$1194 pa
		- Higher Level Rate	\$1794 pa
8	Clause 29	First aid allowance	Per annum
		- Holders of basic qualifications	\$769 pa
		- Holders of current occupational first aid certificate	\$1155 pa
9	Clause 31	On-call allowance (per hour)	0.84 per hour
10	Clause 32	Laundry allowance	\$4.35 per week
11	Clause 57 (x)	Overtime meal allowances	
		Breakfast	\$26.45
		Lunch	\$26.45
		Dinner	\$26.45

12	Clause 57(xi)(b)	Allowance in lieu of overtime Sessional Staff above Clerk Grade 8	\$314.18 per occasion
13	Clause 28	Flying Allowance	\$17.90 per hour
14	Clause 32	Service Increments Allowance	\$34.11 per annum

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PARLIAMENTARY ELECTORATE OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 216 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Parties
4.	Salaries
5.	All Incidence of Employment Allowance
6.	Commencing Salaries
7.	Higher Duties Allowance
8.	Saving of Rights
9.	Hours of Work
10.	Lactation Breaks
11.	Overtime
12.	Relief Arrangements
13.	Training
14.	Recreation Leave
15.	Annual Leave Loading
16.	Purchased Leave
17.	Sick Leave
18.	Parental Leave
19.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements
19A.	Leave for Matters Arising from Domestic Violence
20.	Termination of Employment
21.	Separation from Service Provisions
22.	Public Sector Appeals
23.	Consultative Committee
24.	Grievance and Dispute Handling Procedures
25.	Deduction of Union Membership Fees
26.	Anti Discrimination
27.	Secure Employment
28.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Remuneration
Table 3 - Other Rates and Allowances

2. Definitions

"Act" means the *Industrial Relations Act 1996*.

"Award" means an enterprise award or an industrial award under the former Act.

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

"Clerk" means the Clerk of The Legislative Assembly of The Parliament of New South Wales.

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

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

"Legislature" means The Legislative Assembly of The Parliament of New South Wales.

"Member" means a person who is an elected member of the Legislative Assembly of The Parliament of New South Wales.

"Officer" means and includes all persons employed by the Speaker of the Legislative Assembly of The Parliament of New South Wales as an Electorate Officer or Research Assistant to an Independent Member.

"Speaker" means The Speaker of The Legislative Assembly of The Parliament of New South Wales.

3. Parties

3.1 The parties to the award are

- (a) The Speaker of the Legislative Assembly of the Parliament of New South Wales, and
- (b) The Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

4. Salaries

4.1 Electorate Officers shall be paid the annual salary rates set out in Table 1 - Salaries, of Part B, Monetary Rates.

4.2 Special Salary Scale

Provided that, where a Member certifies in writing that an Electorate Officer Grade 1 performs under limited, or no supervision and in an on-going manner, the following duties for a majority of time:

- research work; and
- speech writing; and
- interviewing constituents; and
- preparing non-routine correspondence

Such Electorate Officer may be appointed, or promoted, by the Member, to the special salary scale as set out in the said Table 1 of Part B.

Progression through the special salary is dependent upon the Electorate Officer Grade 1 continuing to perform such duties for a majority of the officer's time. If any Electorate Officer Grade 1 ceases to perform the required duties, or performs them for a lesser time, consideration may be given by the Member to reducing the salary to the level appropriate to the work performed, or to retaining the Electorate Officer Grade 1 on his or her current salary.

- 4.3 Research Assistants shall be paid the annual remuneration rates set out in Table 2 - Remuneration of Part B, Monetary Rates.

Independent Members of the Legislative Assembly are entitled to an additional position of Research Assistant - the remuneration in Table 2 of Part B is remuneration for all incidence of employment including any additional hours of worked outside the standard office hours.

5. All Incidence of Employment Allowance

- 5.1 In addition to the salary payable in clause 3, Salaries of this award, officers will be entitled to an allowance on the following scale.
- (a) Electorate Officer Grade 1 - an amount per annum as set out in Item 1 of Table 3- Other Rates and Allowances, of Part B, Monetary Rates.
 - (b) Electorate Officer Grade 1 Special Salary Scale - an amount per annum as set out in Item 2 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (c) Electorate Officer Grade 2 - an amount per annum as set out in Item 3 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
- 5.2 The All Incidence of Employment Allowance is defined as salary for superannuation and leave purposes.
- 5.3 The All Incidence of Employment Allowance shall be regarded a salary for the purpose of the application of salary movements.

6. Commencing Salaries

- 6.1 Electorate Officer Grade 1
- (a) The Clerk may consider a commencement rate at any salary point in the Electorate Officer Grade 1 scale depending on the person's qualifications, skills, knowledge and experience, and will progress to the next rate on the anniversary date of appointment.
 - (b) A person with a university degree with at least one year office experience or a person with four years or more office experience will commence on Year 7 of the scale for Electorate Officer Grade 1.
- 6.2 Electorate Officer Grade 2
- (a) From the date of the commencement of this award, persons appointed as Electorate Officers Grade 2 will commence on the Year 1 rate and will progress to the next rate on the anniversary date of appointment.
 - (b) A commencement rate above the Year 1 rate will be considered in the following circumstances:
 - (i) Persons appointed as Electorate Officers Grade 2 can commence on the Year 2 or Year 3 rate if they have formal post-secondary secretarial or office management qualifications (minimum course duration of 12 months equivalent full time) together with a minimum three years or four years (equivalent full time) in a secretarial/office administrator role; or

- (ii) The Clerk may consider a commencement rate above the Year 1 rate depending on the person's qualifications, skills, knowledge and experience.
- (c) Electorate Officers Grade 2 employed at the date of the commencement of this award will continue to be paid at their current pay rates and will progress to the next rate on their anniversary date of appointment.

7. Higher Duties Allowance

- 7.1 An Electorate Officer Grade 1 who acts in a position of Electorate Officer Grade 2 for 1 working day or more and who, in the opinion of the Member, assumes the whole of the responsibilities of that position during that period shall be paid by allowance any difference between the officer's present salary and the salary to which the officer would be entitled if appointed to that position.

Higher duties will be paid where the absence of the Electorate Officer Grade 2 is due to approved leave. No relief will be paid during an officer's travel to Parliament House for training or familiarisation with the organisation and the officer is otherwise considered on duty.

- 7.2 Where a public holiday falls at the beginning of a period of relief it will not be paid. Where the period of relief is less than 5 days and a public holiday is at the end of the relief period the allowance will not be paid for the public holiday. Where the period of relief is 5 days or more and a public holiday falls at the end of the relief period and on or before the Friday of the week relief is being worked the allowance will be paid for the public holiday.
- 7.3 However, where an officer has an absence of 5 days or more during a period of relief, including public holidays or any other form of approved leave, higher duties allowance will not be paid for that period of absence.
- 7.4 Officers who have acted for 12 months or more in the same higher graded position and who continue to act in that position are eligible for payment of higher duties allowance for any recreation, extended, sick or family and community leave which is taken during the further period of relief after 12 months.
- 7.5 Officers who at the date of the commencement of this award were eligible for higher duties allowance to the Year 3 rate will continue to receive the allowance to the Year 3 rate of the Electorate Officer Grade 2 salary scale.

8. Saving of Rights

- 8.1 At the time of making of this award, no officer covered by this award will suffer a reduction in his or her rate of pay.
- 8.2 The Association and Legislature intends that, should there be any variation to the Crown Employees (Public Sector - Salaries 2008) Award or an award replacing that award, officers covered by this award will maintain the same salary and allowance relationship to the rest of the public service.

The Association and Legislature intend that any such salary or allowance increase will be reflected in this award either by variation to it, or by the making of a new award.

9. Hours of Work

- 9.1 The ordinary hours of work shall be 9:00a.m. to 5:00p.m., Monday to Friday, regardless of whether duties are performed at the electorate office or Parliament House, with one hour for lunch. Flexible working hours will not apply.
- 9.2 The Member may require an officer to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the officer to be required to do so. An officer may refuse to work additional hours in circumstances where the working of such hours would result in the officer working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the officer's prior commitments outside the workplace, particularly the officer's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to the officer's health and safety,
- (c) 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,
- (d) the notice (if any) given by the Member regarding the working of the additional hours, and by the officer of their intention to refuse the working of additional hours, or
- (e) any other relevant matter.

10. Lactation Breaks

- 10.1 This clause applies to officers 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.
- 10.2 A full time officer or a part time officer 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.
- 10.3 A part time officer 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.
- 10.4 A flexible approach to lactation breaks can be taken by mutual agreement between an officer 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 officer.
- 10.5 The Clerk shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 10.6 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 officer will take place to attempt to identify reasonable alternative arrangements for the officer's lactation needs.
- 10.7 Officers 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.
- 10.8 Officers 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 the make up time provisions in clause 19, Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements of this award, where applicable.

11. Overtime

The remuneration prescribed in this award includes payment for all incidents of work including overtime. Work will not be conducted on weekends or public holidays without reasonable prior consultation with the officer or the Association.

12. Relief Arrangements

- 12.1 Where an Electorate Officer is absent for one working day or longer on approved leave (including where an Electorate Officer Grade 1 relieves in a position of Electorate Officer Grade 2), relief may be engaged by the Member subject to the following conditions:
- (a) Members are responsible for the selection of relief staff;
 - (b) No relief may be engaged while staff are attending word processing or other training courses or in instances where staff travel to Sydney for familiarisation with parliamentary business and;
 - (c) Relief staff are paid a daily rate for the number of days worked, calculated by dividing the annual salary for Electorate Officer Grade 1 or 2, by 260.8929 including 1/12th of total earnings on termination;
 - (d) Relief staff are not entitled to any paid leave during their period of relief.

13. Training

- 13.1 Training will be provided to electorate office staff as per the Legislative Assembly Staff Training and Development Policy subject to the following conditions:
- (a) All efforts will be made to ensure that staff are released from their normal duties to attend training provided sufficient notice has been given of intention and provided the relevant authorities have been obtained.
 - (b) Release to attend training will be at the discretion of the Member where that discretion is based on the need to ensure the proper functioning of the electorate office and maintenance of appropriate levels of service.
 - (c) Where an application to attend training has been refused, the officer may utilise the grievance and dispute resolution procedures contained within this award should they wish to seek further clarification regarding the reasons for refusal.
 - (d) No provision of relief will be provided for training other than those provisions that exist within the aforementioned policy specifically relating to electorate office staff.

14. Recreation Leave

- 14.1 All leave entitlements for officers will be administered in accordance with the policies of the NSW Legislative Assembly and the New South Wales Parliament.
- 14.2 All officers working under job-share arrangements are eligible to the leave entitlements, contained within this clause, which will accrue on a pro-rata basis.
- 14.3 Officers shall be eligible, after completion of each 12 months of service, to recreation leave in the following amount:
- (a) 4 weeks (accrued at the rate of 1.66 days per month) in addition to any public holiday occurring during such period of recreation leave; or
 - (b) 5 weeks (accrued at the rate of 2.08 days per month) for officers working in areas designated as "Western Division".
- 14.4 An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.

14.5 Limits on Accumulation of recreation leave and direction to take leave

- (a) At least two (2) consecutive weeks of recreation leave (or a combination of recreation leave and public holidays, extended leave or, if the officer elects, leave without pay) shall be taken by an officer every 12 months for recreation purposes, except by agreement with the Clerk in special circumstances.
- (b) Where the operational requirements permit, the application for leave shall be dealt with by the Clerk according to the wishes of the officer.
- (c) The Clerk shall notify the officer in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an officer to take at least 2 weeks recreation leave within 3 months of the notification.
- (d) The Clerk shall notify the officer in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and may direct the officer to take at least 2 weeks recreation leave within 6 weeks of the notification.

14.6 Conservation of recreation leave -

- (a) If the Clerk is satisfied that an officer is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of less than 8 weeks, or its hourly equivalent the Clerk shall:
 - (i) specify in writing the period of time during which the excess shall be conserved; and
 - (ii) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the officer at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week level specified.
- (b) The Clerk will inform an officer in writing on a regular basis of the officer's recreation leave accrual.

15. Annual Leave Loading

15.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subparagraph. Subject to the provisions set out in subclauses 14.2 to 14.6 of this clause the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

15.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-

- (a) 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 higher.
- (b) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.

15.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:

- (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- (b) 17½% annual leave loading.

- 15.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 15.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 15.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (a) annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two consecutive weeks leave for recreation purposes. Such leave may be a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off.
 - (b) if at least two weeks leave as set out in paragraph (a) of this subclause is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
 - (c) while annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in subparagraph (a) of this subclause is taken.
 - (d) a staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
 - (e) Except in cases of Voluntary Redundancy, proportionate level loading is not payable on cessation of employment.

16. Purchased Leave

- 16.1 An officer may apply to enter into an agreement with the Clerk to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (a) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
 - (b) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - (c) The leave will count as service for all purposes.
- 16.2 The purchased leave will be funded through the reduction in the officer's ordinary rate of pay.
- (a) Purchased leave rate of pay means the rate of pay an officer receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - (b) To calculate the purchased leave rate of pay, the officer's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 16.3 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

- (b) Other leave taken during the 12 month purchased leave agreement period i.e. 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 period of purchased leave.
- (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the officer's hourly rate based on the ordinary rate of pay.
- (f) Higher Duties Allowance will not be paid when a period of purchased leave is taken.

16.4 Specific conditions governing purchased leave may be amended from time to time by the Clerk in consultation with the Association. The Clerk may make adjustments relating to its salary administration arrangements.

17. Sick Leave

17.1 Sick leave accrual

- (a) At the commencement of employment with the NSW Legislative Assembly, an officer is granted an accrual of 5 days sick leave.
- (b) After the first four months of employment, the officer shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (c) After the first year of service, the officer shall accrue sick leave day to day at the rate of 15 working days per year of service.
- (d) Part time staff are entitled to sick leave on a pro rata basis to the full time rate.
- (e) Existing officers at the commencement of this award (4 August 2010) will commence accruing sick leave in accordance with paragraph (c) of this subclause from 1 January 2011.

17.2 Payment for sick leave is subject to the officer:

- (a) Informing their Member as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the officer's starting time as possible; and
- (b) Providing evidence of illness as soon as practicable if required by subclause 17.4 of this clause.

17.3 The Clerk may direct an officer to participate in a return to work program if the officer has been absent on a long period of sick leave

17.4 Requirements for evidence of illness

- (a) An officer absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Clerk in respect of the absence.
- (b) In addition to the requirements under subclause 17.2 of this clause an officer may absent themselves for a total of 5 working days due to illness in a calendar year without the provision of evidence of illness to the Clerk. Officers who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Clerk for each occasion absent for the balance of the calendar year
- (c) As a general practice backdated medical certificates will not be accepted. However, if an officer provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Clerk is satisfied that the reason for the absence is genuine.

- (d) If an officer is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Clerk will advise them in advance.
- (e) If the Clerk is concerned about the diagnosis described in the evidence of illness produced by the officer, after discussion with the officer, the evidence provided and the officer's application for leave can be referred to the government's nominated medical assessor for advice.
 - (i) The type of leave granted to the officer will be determined by the Clerk based on the government's nominated medical assessor's advice.
 - (ii) If sick leave is not granted, the Clerk will, as far as practicable, take into account the wishes of the officer when determining the type of leave granted.
- (f) The granting of paid sick leave shall be subject to the officer providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an officer is concerned about disclosing the nature of the illness to the Member they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Legislature.
- (g) The Clerk has the discretion to accept other forms of evidence to satisfy that an officer had a genuine illness.

18. Parental Leave

- 18.1 Parental leave includes maternity, adoption and "other parent" leave.
- 18.2 Maternity leave shall apply to an officer who is pregnant and, subject to this clause the officer 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) An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 18.3 Adoption leave shall apply to an officer adopting a child and who will be the primary care giver, the officer 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 Clerk may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - An officer 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.
- 18.4 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 officer as provided for in paragraph 18.4 (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.

- 18.5 An officer taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an officer 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 officer:
- (a) applied for parental leave within the time and in the manner determined set out in subclause 18.10 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.
- 18.6 Payment for parental leave is at the rate applicable when the leave is taken. An officer holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time 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.
- 18.7 An officer 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 officer 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 officer has not reduced their hours.
- 18.8 Except as provided in subclauses 18.5, 18.6 and 18.7 of this clause parental leave shall be granted without pay.
- 18.9 Right to request
- (a) An officer who has been granted parental leave in accordance with subclause 18.2, 18.3 or 18.4 of this clause may make a request to the Clerk 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 officer in reconciling work and parental responsibilities.

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

18.10 Notification Requirements

- (a) When the Clerk is made aware that an officer or their spouse is pregnant or is adopting a child, the Clerk must inform the officer of their entitlements and their obligations under the award.
- (b) An officer who wishes to take parental leave must notify the Clerk 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 18.9 of this clause.
- (c) At least 4 weeks before an officer'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) Officer's request and the Clerk's decision to be in writing

The officer's request under paragraph 18.9(a) and the Clerk's decision made under paragraph 18.9(b) must be recorded in writing.
- (e) An officer 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 Clerk 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 Clerk agrees.
- (f) An officer on maternity leave is to notify the Clerk of the date on which she gave birth as soon as she can conveniently do so.
- (g) An officer must notify the Clerk as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) An officer on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Clerk and any number of times with the consent of the Clerk. In each case she/he must give the Clerk at least 14 days notice of the change unless the Clerk decides otherwise.

- 18.11 An officer has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 18.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.

- 18.12 If the position occupied by the officer immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer shall be appointed to a position of the same grade and classification as the officer's former position.
- 18.13 An officer does not have a right to her/his former position during a period of return to work on a part time basis. If the Clerk 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.
- 18.14 An officer 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 Clerk) must be given.
- 18.15 An officer who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An officer 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.
- 18.16 An officer 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.
- 18.17 An officer 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.
- 18.18 If, for any reason, a pregnant officer is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Clerk should, in consultation with the officer, 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.
- 18.19 If such adjustments cannot reasonably be made, the Clerk must grant the officer 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 which ever is the earlier.
- 18.20 Communication during parental leave
- (a) Where an officer is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Clerk 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 officer held before commencing parental leave; and
 - (ii) provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing parental leave.

- (b) The officer shall take reasonable steps to inform the Clerk about any significant matter that will affect the officer's decision regarding the duration of parental leave to be taken, whether the officer intends to return to work and whether the officer intends to request to return to work on a part time basis.
- (c) The officer shall also notify the Clerk of changes of address or other contact details which might affect the Clerk's capacity to comply with paragraph 18.20(a) of this subclause.

19. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

19.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the officer's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the officer; 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 or legal guardian), grandparent, grandchild or sibling of the officer or of the spouse or de facto spouse of the officer; or
- (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
- (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related to blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

19.2 Family and Community Service Leave - general

- (a) The Clerk shall grant to an officer some or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities in subclause 19.3 of this clause. The Clerk may also grant leave for the purposes in subclause 19.4 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through the approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

19.3 Such unplanned and emergency situations may include, but not 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 officer's household;
- (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

- (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an officer's property and/or prevents an officer from reporting for duty;
- (d) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for emergency reason or emergency cancellation by child care providers;
- (e) Attendance at court by an officer to answer a charge of criminal offence, only if the Clerk considers the granting of family and community service leave to be appropriate in a particular case.

19.4 Family and Community Service Leave may also be granted for:

- (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for officers holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the officer does not hold the position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) Attendance as a competitor in a major amateur sport (other than Olympic or Commonwealth Games) for officers who are selected to represent Australia or the State.

19.5 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) two and a half days in the staff member's first year of service;
 - (ii) two and a half days in the staff member's second year of service; and
 - (iii) one day per year thereafter.
- (b) If available family and community service leave is exhausted as a result of natural disasters, the Clerk shall consider applications for additional family and community service leave, if some other emergency arises.
- (c) If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (d) The Clerk may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

19.6 Use of sick leave to care for a sick dependant - general

When family and community service leave is exhausted or unavailable, the sick leave provisions under subclause 19.7 of this clause may be used by an officer to care for a sick dependant.

19.7 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the officer being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 19.1 of this clause.
- (b) An officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's 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 paragraph (b) of this subclause, sick leave accrued from the previous 3 years may also be accessed by an officer with responsibilities in relation to a person who needs their care and support.
- (d) The Clerk may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c) of this subclause.
- (e) The Electoral officer shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The officer 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 officer shall, wherever practicable, give the Member 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 officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the officer to give prior notice of absence, the officer shall notify the Member by telephone of such absence at the first opportunity on the day of absence.
- (h) In normal circumstances, the officer must not take leave under this subclause where another person has taken leave to care for the same person.

19.8 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clauses 5, All Incidence of Employment Allowance, and clause 11, Overtime, replace payment for overtime with an annual allowance prescribed in this award.

19.9 Use of make-up time

- (a) An officer may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the officer takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An officer on shift work may elect, with the consent of the employer, to work "make-up time" (under which the officer takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

19.10 Use of other leave entitlements

The Clerk may grant an officer other leave entitlements for reasons related to family responsibilities, or community service by, the officer. An officer may elect, with the consent of the Clerk, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

19.11 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions of this award.

19A. Leave for Matters Arising from Domestic Violence

- (a) The definition of domestic violence is found in clause 2, Definitions, of this award;
- (b) Leave entitlements provided for in clause 17 Sick Leave and clause 19 Family and Community Service Leave, Personal/Carers Leave and Flexible Use of Other Leave Entitlements, may be used by officers experiencing domestic violence;
- (c) Where the leave entitlements referred to in subclause 19A (b) are exhausted, the Speaker shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- (d) The Speaker 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;
- (e) Personal information concerning domestic violence will be kept confidential by the agency;
- (f) The Speaker, 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.

20. Termination of Employment

- 20.1 Electorate Office staff are employed by the Clerk of the Legislative Assembly.
- 20.2 An officer's services may be terminated by the giving of 2 weeks notice by either the Clerk, being the employer, or the individual officer or upon the end of the term of office of the Member for whom the officer works.
- 20.3 Termination of service other than by way of resignation or voluntary withdrawal of service may only be made by the Clerk of the Legislative Assembly.

21. Separation from Service Provisions

- 21.1 At general election time, or upon a seat in the Legislative Assembly becoming vacant for any reason, every endeavour will be made to retain the services of currently employed officers having regard to the wishes of each incoming Member.
- 21.2 Where an officer's services are terminated (other than at the officer's own request or where the officer is found guilty of a breach of discipline), the following termination arrangements are to apply:

- (a) Basis of entitlement

Officers whose services are terminated in circumstances where the relevant Member of the Legislative Assembly has ceased to hold office for any reason and provided that:

- (i) the officer continues to work at the existing location and the incoming Member notifies the Clerk of the Legislative Assembly, within three months of the declaration of the poll, of his/her intention not to continue with the existing staffing arrangements, or
- (ii) the officer continues to work for the incoming Member and,
 - (1) after the expiration of two months and before the expiration of the third month from the date of the declaration of the poll, and
 - (2) to that date the member has not given to the officer/s a clear indication regarding an offer to continue employment, and

- (3) the officer identifies that they can no longer continue with the existing arrangements, and that they notify the Clerk of the Legislative Assembly of this, they shall be entitled to separation payments as provided in paragraph (b) of this subclause, however,
- (iii) Should an offer of employment be made and the officer declines to accept the offer on grounds other than those identified above and this voluntary withdrawal of service is either before the third month or after the third month, it shall be treated as voluntary resignation and so not attract an entitlement to payment of the separation provisions.
- (b) Separation payments
- (i) Officers whose employment is terminated under paragraph (a) of this subclause will be entitled to termination payments and non-monetary support programs as agreed between the parties in the Electorate Officers Entitlements on Termination of Employment Agreement and the guidelines and policies of the Parliament of New South Wales.
- (c) Exclusions
- Excluded from entitlement to separation payments are:
- (i) Relief Electorate Officers;
- (ii) Officers on workers' compensation whose claim is based on compensation for termination or officers awaiting determination of claims against the employer for termination of services;
- (iii) Officers subject to termination on the grounds of misconduct or unsatisfactory services;
- (iv) Officers who resign for any reason other than in circumstances envisaged in subparagraphs (a)(i) or (a)(ii) of this subclause;
- (v) Officers whose appointments were facilitated by way of leave without pay from the Public Service (on the basis that they will return to employment in the Public Service upon displacement).
- (d) Repayment of separation monies
- (i) Officers who have received payment of monies in consideration of separation from the service, do so on the understanding that they are liable to reimburse the employer, being the Clerk of the N.S.W. Legislative Assembly, all or part thereof (on a pro-rata basis) any sum paid where they are reappointed to another position as an officer under this award or to any other position in Crown employment.
- (e) Superannuation Fund entitlements
- The Fund entitlements for contributors under paragraph (b) of this subclause will be as follows:
- (i) Officers who are contributors to either the State Authorities Superannuation Scheme (SASS) or the State Superannuation Fund (SSF) who are eligible for separation payments in accordance with subclause (b) shall be regarded as having been retrenched, as defined in the *State Authorities Superannuation Act 1987*, for the purpose of determining their entitlements to benefits under those schemes.
- (ii) Officers who are contributors to either of those schemes who are not eligible for separation payments in accordance with paragraph (b) of this subclause shall be regarded as having resigned for the purpose of determining their entitlements benefits under those schemes.

22. Public Sector Appeals

Notwithstanding anything contained in this award, the provisions of Part 7 Public Sector Promotion and Disciplinary Appeals of the *Industrial Relations Act 1996* shall continue to apply.

23. Consultative Committee

- 23.1 An Electorate Officers joint consultative committee shall be established to monitor the implementation of this Award and make recommendations to the Clerk on any changes to the Award that may be thought appropriate during its period of operation. Any variation/s approved by the Clerk shall be processed in accordance with the relevant legislation applying at the time the variation is sought.
- 23.2 The Committee shall consist of a representative of the Clerk and a representative of the Association, the latter chosen at the Association's discretion. In addition, no more than 4 staff representatives nominated by the Association may be co-opted onto the consultative committee. A representative of the Department of Premier and Cabinet may be co-opted to assist the Committee as required.

24. Grievance and Dispute Handling Procedures

- 24.1 It is agreed between the parties that, wherever possible, informal means will be used to resolve any industrial dispute.
- 24.2 Should a dispute arise, in the first instance, the officer(s) will notify (in writing or otherwise) the Member, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought. A meeting should be held within 1 week of notification.
- 24.3 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 officer to advise the Member the notification may occur to the next appropriate level of management, including where required, to the Clerk or appointed deputy.
- 24.4 If the matter is not resolved in this meeting, the matter shall be further discussed by the officer(s), and, at their request, the workplace delegate, or other appropriate person, the Member and/or where practicable, a senior officer of the Legislative Assembly. This should take place within 1 week of the completion of the step in subclause 24.2.
- 24.5 If the matter remains unresolved, the matter shall be further discussed by the officer(s), and, at their request, the workplace delegate, or other appropriate person, the Member and/or a more senior management representative. This should take place within 1 week of the completion of step (c) where possible or advice given to the time frame required to arrange a meeting.
- 24.6 If the matter remains unresolved and the officer(s) is/are union member(s), it should be discussed/negotiated between representatives of the Association and the Clerk or the Speaker (or both) of the Legislative Assembly. If the officer is not a member of the union they may nominate a person to act on their behalf. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- 24.7 A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps have been exhausted in subclauses 24.1 to 24.6 of this clause, to the NSW Industrial Relations Commission which may exercise its functions under the *Industrial Relations Act 1996*.
- 24.8 Where the issue in dispute relates to a change of a work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

25. Deduction of Union Membership Fees

- 25.1 The Association shall provide the Clerk with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 25.2 The Association shall advise the Clerk 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 Clerk at least one month in advance of the variation taking effect.
- 25.3 Subject to subclauses 25.1 and 25.2 of this clause, the Clerk shall deduct Association fortnightly membership fees from the salary of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorized the Clerk to make such deductions.
- 25.4 Monies so deducted from officers' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.
- 25.5 Unless other arrangements are agreed to by the Clerk and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 25.6 Where an officer has already authorized the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorization in order for such deductions to continue.

26. Anti-Discrimination

- 26.1 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.
- 26.2 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.
- 26.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 26.4 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.
- 26.5 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.

27. Secure Employment

27.1 Objective of this Clause

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

27.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have 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) 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.
- (c) Any casual employee who has a right to elect under paragraph 27.2(a), 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.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 27.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 27.2(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 the employer and the employee.

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

27.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 27.3 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*.

27.4 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.

- 27.5 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.

28. Area, Incidence and Duration

- 28.1 This award applies to all officers of the Legislative Assembly employed as Electorate Office Staff to Members of the Legislative Assembly.
- 28.2 The changes made to the award pursuant to the Award Review in accordance with 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) take effect on and from 4 April 2012.
- 28.3 Changes made to this award subsequent to it first being published on 24 September 2010 (370 I.G. 418) have been incorporated into this award as part of the review.

PART B**MONETARY RATES**

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

Table 1 - Salaries

Parliamentary Electorate Officers			
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.5% \$
Grade 1			
Year or 18 years	7	30,432	31,193
Year 2 min at 20 years	11	36,809	37,729
Year 3, min at 21 years	17	39,670	40,662
Year 4	20	40,752	41,771
Year 5	23	42,477	43,539
Year 6	25	43,248	44,329
Year 7	28	44,320	45,428
Year 8	32	45,959	47,108
Year 9	36	47,625	48,816
Year 10	40	49,384	50,619
Grade 2			
Year 1	64	61,878	63,425
Year 2	67	63,781	65,376
Year 3	75	68,761	70,480
Year 4	78	70,929	72,702
Grade 1 Special Salary Scale			
Year 1	52	55,131	56,509
Year 2	55	56,644	58,060
Year 3	58	58,249	59,705
Year 4	61	60,005	61,505
Allowances			
Electorate Officer, Grade 1	-	4,510	4,623
Electorate Officer, Grade 1 Special Salary Scale	-	5,410	5,545
Electorate Officer, Grade 2	-	7,214	7,394

Table 2 - Remuneration

Classification and Grades	Common Salary Point	1.7.09 Per annum \$	1.7.10 Per annum +4% \$
Research Assistant to Independent Members of the Legislative Assembly	98	86,498	88,660

Table 3 - Other Rates and Allowances

Item	Clause No	Brief Description	1.7.09 Per annum \$	1.7.10 Per annum +4% \$
1	4.1(a)	Electorate Officer Grade 1	4,510	4,623
2	4.1(a)	Electorate Officer Grade 1 Special Salary Scale	5,410	5,545
3	4.1(a)	Electorate Officer Grade 2	7,214	7,394

C.G. STAFF J

 Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ROADS AND MARITIME SERVICES TRAFFIC SIGNALS STAFF) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 252 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Clause No. Subject Matter

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MONETARY RATES

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PART A

1. Title

This Award will be known as the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award 2011. The terms of this Award will apply to Traffic Signals Staff employed by the Roads and Maritime Services Division of the Government Service of New South Wales.

2. Definitions

- (a) "RMS" shall mean the Roads and Maritime Services Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

- (b) "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed by the Roads and Maritime Services Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
- (c) "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

3. Purpose of This Award

- (a) The main purpose of this Award is to ensure that the following parties:

RMS management;

Staff; and

the ETU

are committed to continually improving all areas of RMS to achieve lasting customer satisfaction and increased productivity.

- (b) RMS is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- (c) This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

4. Terms of Employment

4.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff
- (b) RMS will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) RMS and the ETU recognise that all Staff will perform work as specified by RMS. RMS will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. RMS's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
 - they have the skills, competence, training and qualifications to undertake
 - are within the classification structure of this Award
 - do not promote de-skilling.
- (e) RMS will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by RMS with the following periods of notice dependent upon the years of "continuous service":
 - up to three year's service 2 weeks notice
 - more than three years but less than five year's service at least 3 weeks notice

more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with RMS as at the date of termination.

4.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:

ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties

appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.

- (e) Individual working arrangements will be:
 - agreed between RMS and the staff member concerned
 - set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
 - able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) RMS will notify the ETU prior to the employment of part time staff.

4.3 Working hours

- (a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - a 20 day, 4 week cycle
 - Monday to Friday inclusive
 - 19 working days of 8 hours each
 - working hours each day between 6.00am and 5.30pm.
- (b) The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- (c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- (d) Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.

- (e) Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- (f) By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- (g) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- (h) Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- (i) Staff who have either:
not worked a complete four-week cycle, or
are regarded as not having worked a complete four-week cycle according to (a) above receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- (j) Staff may be required to work on their ADO for the following reasons:
to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
because of unforeseen delays to a particular project (or part)
emergency or other unforeseen circumstances on a project.
- (k) Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:
given at least five (5) working days notice of the change
not paid penalty payments
permitted to take an alternate day off in the work cycle
- (l) Staff required to work on their ADO without the notice period outlined in 4.3 (k) and who are not provided with an alternate day off will be paid at Saturday overtime rates.
- (m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- (n) The conditions in (b) to (k) above also apply to continuous shift workers.
- (o) Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

4.4 Shiftwork

4.4.1 General

- (a) For the purpose of this clause:
"Afternoon shift" means a shift on which ordinary time
finishes after 6.00pm and

at or before midnight

"Night shift" means a shift on which ordinary time

finishes after midnight and at or before 8.00am

commences at or before 4.00am.

- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:

at change of shifts when a minimum of 8 hours will be allowed, or

in cases of unavoidable necessity.

- (c) If RMS instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:

paid double time until they are released from duty

entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.

- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:

for the purpose of changing shift rosters

where shift workers do not report for duty and day workers or shift workers are required to replace them

where a shift is worked by arrangement between staff themselves.

- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.

- (f) All time worked:

between 11.00pm and 12.00 midnight Friday

between 12.00 midnight Sunday and 7.00am Monday

is paid a shift loading of 15 percent of the ordinary rate of pay.

- (g) Sunday time

"Sunday time" is:

time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday

paid at double time rate.

- (h) Saturday time

Saturday time is:

time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday

paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).

- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

4.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks duration the following will apply:

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.

- (b) Shift work will be worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

- (c) Working hours and payment for shifts are:

Single shifts: no longer than 8 hours, and
paid at time and a half.

Single shifts are worked after 6:00 pm and finish before 6:00 am.

For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.

For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday

Two shifts: worked between 6.00 am and midnight or as agreed with
RMS, and
paid at time and a quarter

Three shifts: with the third (night) shift being seven hours and 17
minutes
paid at time and a quarter.

- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.

- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.

- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:

Friday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates

Sunday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.

- (g) If staff work a shift of less than five continuous days and:

it is not due to the actions of staff they will be paid overtime rates

it is due to the actions of the staff they will be paid normal shift rates.

- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:

arrangements for ADOs during the 20 shift cycle

accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

4.5 Promotion criteria

All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.

Selection shall be in accordance with RMS Recruitment, Selection and Appointment Procedure or equivalent.

5. Payments

5.1 Salaries

(a) For a detailed list of the salaries of staff, refer to Part B, Monetary rates.

(b) For the purposes of this Award:

the weekly rate will be calculated by dividing the annual salary by 52.17857

the hourly rate will be calculated by dividing the weekly rate by 38.

the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

5.2 Minimum and maximum payments

Staff who attend for duty and:

who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required

who commence work shall receive 7 hours pay.

5.3 Incremental progression

(a) Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.

- (b) RMS may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
 - inefficiency
 - misconduct in an official capacity.
- (c) RMS will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- (d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

5.4. Overtime

5.4.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
 - first two hours
 - time and a half
 - after the first two hours
 - double time
 - all work on Saturday
 - time and a half for the first two hours and
 - double time after the first two hours
 - all work on Sunday
 - double time
 - all work on a public holiday
 - double time and a half
- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.

- (g) Overtime is not payable for:
- any period of work that is less than a quarter of an hour
 - time taken as a meal break (except as provided for in 5.4.1 j.)
 - time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
- the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
 - leave in lieu is taken at the convenience of RMS
 - leave in lieu is taken in multiples of a quarter of a day
 - the maximum period of the leave in lieu for a single period of overtime is one day
 - leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
- Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit RMS. Such activities may include:
- conferences of professional bodies
 - lectures conducted by educational institutions
 - self-nominated training activities.
- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
- 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - a similar time allowance for each additional 4 hours of overtime worked.
- To qualify for the above allowance staff must continue to work after their allowed break.
- Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- any risk to the staff member's health and safety;
 - the staff member's personal circumstances including any family and carer responsibilities

the needs of the workplace or enterprise;

the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or

any other relevant matter.

5.4.2 Call-outs

- (a) Staff recalled to work overtime:

having ceased normal duty (whether notified before or after leaving the premises)

are paid for a minimum of four hours work at the appropriate rate for each time they are recalled

will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.

within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.

This sub-clause does not apply where:

it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours

the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (b) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in 5.4.3 below.

- (c)

- (i) Despite 5.4.2(b), where a staff member:

is called out on two or more occasions, and

each recall is less than three hours duration, and

the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work.

The staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.

- (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.

- (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.

- (iv) Should RMS not be able to grant the staff member additional rest time in accordance with 5.4.2(c)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause 5.4.3 comes into operation.

5.4.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":

for the purpose of changing shift rosters

where a shift worker does not report for duty

where the shift worked by arrangement between staff.

5.5 Higher duties relief

- (a) When RMS has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- (b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
 - be paid the next higher rate of pay for the position
 - be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- (c) Periods of relief of less than 5 working days shall not be counted in the above.
- (d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- (e) If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- (f) Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

5.6 Salary and grade appeals

- (a) Staff may apply to RMS, through their Branch/Section Manager, for an:
 - increase in salary in excess of the rate of salary provided in this Award
 - alteration in the grade to which the staff member is appointed.
- (b) Staff may appeal to RMS if they:
 - are dissatisfied with a decision of RMS
 - in respect of the staff member's salary or grade
 - in respect of any other matter under Part 7 of the *Industrial Relations Act 1996* (NSW)

do not exercise their rights before the Industrial Relations Commission by forwarding a Notice of Appeal to RMS within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.

- (c) RMS will hear the appeal and allow the staff member to either:

attend the appeal and present the case, or

arrange for their representative to present the case.

5.7 Allowances and expenses

5.7.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award.

breakfast

when RMS requires them to start travelling at or before 7.00am. and return after 9.00 am.

an evening meal

when RMS requires them to travel before 6.30pm and return is after 6.30 pm.

lunch

when, due to the journey, travel commences before 1 pm and return is after 2 pm

- (b) The allowances will not be paid to staff unless:

travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.

other staff travel at least 25 km from their headquarters.

- (c) A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when:

on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters

a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.

- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

5.7.2 Meals on overtime

A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:

for longer than one and half hours

for working each additional four hours

When recalled to work a meal allowance will be paid:

after working four hours

after each additional four hours worked.

When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

5.7.3 Private motor vehicle allowances

(a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.

(b) Staff may use their private motor vehicle on official RMS business only if:

there is no RMS vehicle, or public or other transport available and

the use of the private motor vehicle is essential for the economic performance of the staff member's duties

the use is authorised in advance.

(c) Staff will be paid the:

RMS business rate

for use of a private vehicle on RMS business

Specified journey rate

for use of private vehicle for transport to a temporary work location

for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.

(d) The rates of motor vehicle allowances will be published separately by RMS.

(e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

5.7.4 Residential course allowances

Staff who attend residential courses are entitled to allowances.

5.7.5 Lodging and travelling allowances

(a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:

elect to arrange and pay for the accommodation direct to the accommodation provider and;

Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award, or

elect to pay actual and reasonable expenses, or

elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation

- (b) The standard of accommodation for staff is expected to be at a level rated by the accommodation provided from time to time where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

5.7.6 Fares to temporary work location

Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

5.7.7 Relocation expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RMS Director, this does not apply to staff who relocate:

at their own request within two years of starting duty at their previous headquarters

to a new headquarters within 34 km of their previous headquarters

due to official misconduct

at their own request because of ill health or other hardship.

- (c) The reimbursement of actual and necessary relocation costs will include:

travel and temporary accommodation on relocation

temporary accommodation at the new headquarters

removal or storage of furniture and effects

conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location

rental subsidy for increased rental costs at the new location

education costs for dependent children

relocation costs on a staff member's retirement

relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

5.8 Provision of tools

The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

5.9 Compensatory travel leave and payments

- (a) Staff are entitled to claim ordinary time payment or compensatory leave (if RMS approves) when RMS directs them to travel in connection with official business:

to and/or from somewhere other than their normal headquarters

outside normal working hours.

- (b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.

- (c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:

the normal time for the trip from home to headquarters and return is deducted from travelling time

periods of less than ¼ hour on any day are disregarded

travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided

travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport

travelling time does not include travelling for a permanent transfer which:

has increased salary

is for disciplinary reasons

is made at the staff member's request.

travelling time does not include travel by ship on which meals and accommodation are provided.

- (d) Staff are entitled to claim waiting time as follows:

Where no overnight stay is involved:

1 hour shall be deducted from the time of arrival and the commencement of work.

1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.

Where overnight accommodation is provided:

Any time from the completion of arrival until the time of departure shall not count as travelling time unless

work is performed on the day of departure

waiting time less one hour shall be allowed.

Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

6. Leave

6.1 Public holidays

- (a) This section covers the following gazetted public holidays:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

Proclaimed state public holidays

Proclaimed local public holidays do not qualify.

- (b) If the holiday falls on a weekend, no additional payment will be made unless RMS requires staff to work on that day. For further details, refer to Section 4.4, Shiftwork and Section 5.4, Overtime.

6.1.1 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:

proclaimed (gazetted)

locally agreed.

- (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

6.1.2 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.

- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

6.2 Recreation leave

- (a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- (b) Leave is granted at the discretion of RMS.
- (c) The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (d) Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- (e) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, staff shall wherever practicable, take their annual leave within six months of it becoming due.
- (f) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, RMS may direct staff to take leave for which they are eligible, provided that:

RMS gives the staff member at least four weeks' notice of the starting date of the leave.

as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.

6.3 Long Service Leave

6.3.1 General

- (a) The entitlement to long service leave is set by the Transport Administration Act 1988 (NSW).
- (b) Staff who have completed 10 years service recognised by RMS, are entitled to long service leave of:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with RMS, or as recognised in accordance with paragraphs g) and h) below, are entitled to access the long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.

- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority, Department of Main Roads Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with RMS.
- (h) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with Schedule 3A of the *Public Sector Employment and Management Act, 2002*.
- (i) Nothing in paragraphs g) or h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
 - any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.
 - any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with RMS, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - military service (e.g. Army, Navy or Air Force);
 - major interruptions to public transport;
 - periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

6.3.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:
 - at a time convenient to RMS;
 - for a minimum period of one hour;
 - at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - the additional payment is made to staff as a taxed, non-superable allowance;
 - all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (c) If staff take leave at half pay:
- the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
- recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;
- all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
- the past 12 months, or
- the past 5 years
- whichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

6.3.4 Sick leave while on long service leave.

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
- the equivalent period of sick leave if taking leave on a full or half pay basis; or
- the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

6.3.5 Public Holidays while on long service leave.

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.

- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

6.3.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - by RMS for any reason other than serious and intentional misconduct; or
 - by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign to join another Government Department, and 'transfer' as defined by Schedule 3A of the *Public Sector management Act 2002 (NSW)* are entitled to have their long service leave accrual accepted by their new employer.

6.4 Sick leave

6.4.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - that they are unable to attend work,
 - the nature of their illness or incapacity; and
 - the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. 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 the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.

- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.
- (h) If RMS is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner for advice.

The type of leave granted to the staff member will be determined by RMS based on the medical advice received.

If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.

- (i) RMS may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in clause 6.4.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedure - Fitness to Continue Assessment or equivalent.

6.4.2 Additional special sick leave

- (a) Staff are eligible for additional special sick leave if they:
 - have at least ten years' service recognised by RMS
 - have been or will be absent for more than three months, and
 - have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
 - one calendar month additional special sick leave for each ten years of service; and
 - an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

6.5 Maternity leave

- (a) Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Unpaid maternity leave may be granted on the following basis:
 - up to nine weeks before the expected date of birth
 - up to 12 months after the actual date of birth
- (c) Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
 - fourteen weeks at full pay or

28 weeks at half pay or

a combination of the two options above

- (d) The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- (e) The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (f) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - at the rate they were paid before commencing the initial leave if they have not returned to work;
 - or
 - 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
 - at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (g) Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

6.6 Adoption leave

- (a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- (b) Adoption leave starts from the date of taking custody of the child.
- (c) Unpaid adoption leave is available to all permanent staff and may be taken as:
 - short adoption leave, being three weeks on leave without pay
 - extended adoption leave:
 - up to 12 months on leave without pay
 - including any short or paid adoption leave
- (d) Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
 - fourteen weeks or;
 - 28 weeks at half pay or;
 - a combination of the two options above

- (e) The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- (f) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (g) Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - at the rate they were paid before commencing the initial leave if they have not returned to work;
 - or
 - 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
 - at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (j) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

6.7 Parental Leave

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- (b) Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
 - one week at full ordinary pay; or
 - two weeks at half ordinary paythe remainder of the requested leave being unpaid leave.
- (c) Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in (b).
- (d) Parental leave approved by RMS may be taken as:
 - short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children
 - extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.
- (e) Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:
 - full-time for a period not exceeding 12 months or;
 - part-time over a period not exceeding two years or;

partly full-time and partly part-time over a proportionate period of up to two years.

6.7A Communication during Maternity, Adoption and Parental Leave

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

Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

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

- (b) The employee shall take reasonable steps to inform RMS about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with paragraph (a).

6.7B Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:

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

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

to assist the employee in reconciling work and parental responsibilities.

- (b) RMS shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS'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 RMS decision in writing.

The employee's request and RMS's decision made under paragraph (a) must be recorded in writing.

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

Where an employee wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

6.8 Study leave

- (a) Staff are entitled to paid study leave if they are studying a course which:

is appropriate to their present classification, or
provides progression or reclassification opportunities relevant to RMS.

(b) Study leave will be granted on the following basis:

face-to-face students:

half an hour for every hour of lectures, up to a maximum of four hours per week, or
20 days per academic year, whichever is the lesser

correspondence students:

half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or

20 days per academic year, whichever is the lesser.

6.8.1 Examination and pre-examination leave

To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination

half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

6.9 Military leave

Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

military forces:

14 calendar days annual training

14 calendar days instruction school, class or course

naval forces:

13 calendar days annual training

13 calendar days instruction school, class or course

air force:

16 calendar days annual training

16 calendar days instruction school, class or course

an additional grant of up to four calendar days for additional obligatory training.

6.10 Special leave

(a) Staff will be granted special leave for jury service.

- (b) In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

transfer

as a witness when called or subpoenaed by the Crown

emergency volunteers

emergency or weather conditions

trade union activities/training

ex-armed services personnel: Medical Review Board etc.

National Aborigines' Day

miscellaneous:

the employees own graduation ceremonies

returning officer

local government - holding official office

superannuation seminars

naturalisation

bone marrow donors

exchange awards - Rotary or Lions

professional or learned societies

6.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

6.12 Family and community service leave

- (a) Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause (b). RMS may also grant leave for the purposes as outlined in subclause (c). Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

- (b) Such unplanned and emergency situations may include, but not be limited to, the following;

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

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

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

Attending to 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;

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

- (c) Family and Community Service Leave may also be granted for;

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

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.

- (d) Family and community service leave shall accrue as follows:

2½ days (19 hours) in the staff member's first year of service;

2 ½ days (19 hours) in the staff member's second year of service; and

One day (7.6 hours) per year thereafter.

- (e) Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

- (f) Where family and community service leave has been exhausted, 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 to cover the period necessary to arrange or attend the funeral of a family member or relative.

- (g) For the purposes of this subclause, 'family' means a staff member's:

spouse;

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;

child or adult child (including an adopted child, step child, foster child or ex-nuptial child);

parent (including a foster parent or legal guardian);

grandparent or grandchild;

sibling (including the sibling of a spouse or de facto spouse);

same sex partner who they live with as a de facto partner on a bona fide domestic basis; or

relative 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 another; and

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

- (h) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- (i) Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
 - Accrued recreation leave
 - Leave without pay
 - Time off in lieu of payment for overtime
 - Make up time.
- (j) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (k) A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

7. Other Conditions

7.1 Deduction of Union Membership Fees

- (a) The ETU shall provide RMS with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- (b) The ETU shall advise RMS of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to RMS at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, RMS shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised RMS to make such deductions.
- (d) Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by RMS and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7.2 Grievance resolution and dispute settlement

7.2.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement

relate to a perceived lack of training opportunities

involve a suspected discrimination or harassment.

- (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
- (c) The policy, guidelines and procedures are detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

7.2.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to RMS's Manager of the Industrial Relations and Policy Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - 3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - 5. The ETU reserves the right to vary this procedure where a safety factor is involved.

7.2.3 Disputes relating to Work Health and Safety

- (a) RMS and Traffic Signals Staff are committed to the *Work Health and Safety Act 2011* and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
 - 1. Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
 - 2. To allow RMS a reasonable amount of time to respond.
 - 3. RMS has a duty to address the issue identified, and
 - 4. Report on the issue within a reasonable timeframe

- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and staff acknowledge that the creation of an industrial dispute over a work health and safety matter that is not legitimate is a breach under of Section 268 of the *Work Health and Safety Act 2011* (NSW).

7.3 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 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.
- (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 effect:
 - 1. Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 2. Offering or providing junior rates of pay to persons under 21 years of age;
 - 3. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 4. A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

7.4 No Extra Claims

The parties agree that during the term of this Award there will be no extra claims, claims for improved conditions of employment, or demands made in respect of the staff covered under this Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those staff will be instituted before the Commission or any other arbitral tribunal.

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

7.5 Area Incidence and Duration

This Award will be known as the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award.

This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates by the Roads and Maritime Services Division of the Government Service of New South Wales, under Chapter 1A of the Public Sector Employment and Management Act 2002 (NSW).

7.6 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2008 published 18 November 2011 (371 I.G. 1018) and all variations thereof.

7.7 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) take effect on and from 4 April 2012.

This Award will remain in force until varied or rescinded, the nominal term expiring 30 June 2012.

PART B

MONETARY RATES

Table 1 - Salary Increases

Classification		2.5% Operative ffpp o/a 1/7/2011 \$
Grade 4	Year 1	58,070
	Year 2	60,348
	Year 3	62,720
Grade 5	Year 1	64,877
	Year 2	66,969
	Year 3	68,180
Grade 6	Year 1	69,677
	Year 2	71,790
	Year 3	74,141

Grade 8	Year 1	83,230
	Year 2	86,608
	Year 3	89,313

Table 2**Allowances and Expenses**

Clause No.	Description	Operative ffpp o/a 1/7/2011 \$
5.7.1 (a) & (c)	Meal on journeys that do not require overnight accommodation Meal allowance	28.30
5.7.2	Meals on overtime Meal allowance	28.30
5.7.5 (a)	Lodging and travelling allowances Breakfast Lunch Evening meal Incidentals	20.65 23.60 40.65 16.85

Note: Allowances in this table are subject to change in accordance with CPI increases as advised from time to time by the Department of Premier and Cabinet.

APPENDIX A**WORKPLACE REFORM****A1 Parties to the award**

The parties bound by the Award are the:

Roads and Maritime Services Division of the Government of New South Wales; and Electrical Trades Union of Australia, New South Wales Branch.

A2 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A2.1 RMS's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RMS management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

A2.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of RMS's workplace reform agenda items.

Project teams will be under the managerial control of an RMS Project Manager and will include both RMS and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A2.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A2.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RMS nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of RMS's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A2.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:
 - be chaired (to be shared) by the ETU and RMS staff representatives
 - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A3 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for RMS's business principles and practices to ensure the most efficient utilisation of resources, by

adopting RMS's business rules and by developing achievable performance and productivity measurement targets.

A4 Process improvement

RMS, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

monitor the development and implementation of process improvement at the directorate and regional level

provide appropriate updates, reports and recommendations to the SBU.

A5 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

acknowledgement of skills held

developing a more highly skilled and flexible workforce

providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities

ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity

removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RMS organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A6 Performance planning and feedback

RMS will implement a performance planning and feedback scheme that applies to all Staff and is:

implemented in consultation with the ETU that will link performance in the work place with the goals of RMS, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.

The parties are committed to:

ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff

clearly defining expectations for each team and staff member against the agreed goals of RMS and productivity standards

ensuring each team and staff member clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and Staff on RMS's work practices, management practices and possible innovations

encouraging teams and Staff to participate in their work unit's decision making process.

A7 Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:

developed and implemented in consultation with the ETU to link performance in the work place with the goals of RMS

evaluated and monitored by the SBU.

- (b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all Staff

provide opportunities for all Staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A8 Work environment

- (a) Work Health and Safety

RMS is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all Staff; and

management and staff member representatives participation on safety committees.

RMS and Staff will seek to comply with the *Work Health and Safety Act 2011* and other relevant statutory requirements at all times.

RMS will encourage Staff to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

- (b) Equality of employment

RMS is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the Anti-Discrimination Act 1977.

RMS is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to RMS's policy and guidelines for an harassment free workplace as set out in the Human Resources Manual.

A9 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, RMS will:

abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in A8, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in clause A.8 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A10 Agreed procedures for market testing and contracting out

Where work is presently carried out by RMS staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of Staff to perform the work to contractual specifications, will take place between RMS and the ETU before initiating any change to operations presently carried out by RMS staff.

This is to ensure that all parties are informed of plans and Staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix D for Principles, Definitions and Consultative Process).

A11 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of RMS's traffic signals undertakings. Such considerations may include:

Work Health and Safety issues;

quality of working life;

recognition of family responsibilities;

shift work patterns;

adequate remuneration for Staff who undertake shift work;

rostering arrangements; and

programmed overtime.

A12 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A13 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A14 Austel licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

APPENDIX B

IMPLEMENTATION

B1 Rescinding of previous awards

This award rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2011.

B2 Duration of the award and operative dates for future salary increases

- (a) The award remains in force until varied or rescinded, the nominal expiry date being 30 June 2012.
- (b) This Award provides for an increase in base rates of 2.5% payable from the first full pay period to commence on or after 1 July 2011
- (c) The new base rates are set out in the table Salary Increases, of Part B Monetary Rates.

B3 Negotiating the next award

The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award

APPENDIX C

GRIEVANCE RESOLUTION

C1 Policy

Purpose and intended outcomes

To make RMS staff aware of what constitutes a grievance and the responsibilities of all staff in preventing and managing such matters so that:

staff work in a collaborative and cooperative way;

workplace grievances are resolved in a timely manner; and

RMS maintains a safe and healthy work environment.

Note: This policy must be read in conjunction with the Grievance Resolution Procedure PN 026P.

Policy

To support the Code of Conduct and Ethics all RMS staff are to:

treat others in a professional, courteous, respectful and fair way;

communicate with each other and management in an open and honest manner;

raise their workplace grievances at an early stage and aim to resolve them at the local level;

actively participate in the resolution of workplace grievances;

treat grievance matters in a private, confidential, and timely manner;

respect the right of others to raise grievances; and

not victimise or disadvantage any parties to a grievance.

Coverage

This policy covers:

permanent staff;

temporary staff;

casual staff; and

skill hire and professional services contractors.

Scope

This policy may be used by:

staff to address workplace grievances with other staff; and

managers to resolve workplace grievances between staff.

This policy does not cover:

WHS and workers compensation matters;

poor performance issues;

harassment, discrimination or workplace bullying matters;

fraud and corruption, maladministration or serious and substantial waste of resources; or

matters that require disciplinary action.

If a grievance is investigated and it is found that the matter is related to work performance or disciplinary issues, the grievance process is to terminate immediately. RMS has other processes for managing these issues eg. Management of Unsatisfactory Performance and Conduct Policy, Harassment,

Discrimination and Workplace Bullying Policy, Corruption and Maladministration Prevention Policy and the Discipline Policy.

C2 Definitions and Key Terms

Grievance

A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:

allocation of work or development opportunities;

workplace communication difficulties, or interpersonal dispute; and

changes in work processes/practices.

Detailed information on how to raise and resolve grievances are contained in the Grievance Resolution Procedure.

Grievant

The staff member who raises a concern is referred to as the Grievant. For each grievance there may be one or more Grievants.

Respondent

The staff member who is claimed to be the cause of the grievance is referred to as the Respondent. There may be more than one Respondent in a grievance matter.

Grievance Network Coordinator (GNC)

The GNC, Human Resources Branch administers the support system for Grievance Contact Officers (GCOs).

The GNC is responsible for co-ordinating the recruitment, selection and training of GCOs and arranging mediations. The General Manager, Human Resources will approve GCO selections.

Applicants will require their manager's approval to be released to undertake GCO duties.

Grievance Contact Officer (GCO)

The GCO is recruited and supervised in GCO role by the GNC, HR Branch. Their role is to assist both the grievant and respondent generate options to resolve their grievance, direct the grievant or respondent to appropriate RMS policies and procedures or other available services i.e. Employee Assistance Scheme (EAP), the WHS Hotline or the Ethics Hotline.

The GCO will not:

take sides;

make judgements; or

act as an advocate or spokesperson for the Grievant or Respondent.

A list of GCOs is available on RMS Phone Guide and in every issue of Human Resources Notices.

C3 Background

Interpreters

Where a staff member has difficulty in communicating effectively in English, an interpreter may be used. Only accredited interpreters are to be used in order to minimise risks to privacy and error. The HR Branch, on advice from the GCO or the Grievant's manager, will make the necessary arrangements to engage an interpreter. The business unit where the grievance has transpired will be responsible for any associated cost.

Confidentiality

All forms of information about a grievance are to be restricted to those individuals who need to know the information in order to resolve the grievance. Access to Grievance Files is highly restricted. Access provisions can be located in Attachment B of Corporate Policy Statement No.26, "Employees' Personal Records Policy."

Documentation

When managers are dealing with a grievance locally they are to take brief, factual diary/file notes that avoid personal opinions. These notes are to be retained by the manager for one year.

Where a manager has attempted to resolve a grievance unsuccessfully and the matter is escalated to the General Manager, detailed documentation is required.

Records include:

- names of parties to the grievance;
- grievance details;
- sufficient information to establish that a satisfactory process took place;
- the outcome and reasons for the decision; and
- any recommendation for action.

This documentation is to be retained by local management for one year.

If the grievance matter is referred for mediation through the GNC, a Grievance File will be created. Grievance files are to be retained for five years after settlement of the grievance. Grievance records are to be kept confidential and on a separate Grievance File, not on Personal or other RMS files. RMS Document Management Section, Auburn, creates Grievance Files.

If the grievance is referred to an external body for settlement, the GNC must be notified and will create a Grievance File, which must be kept for 5 years.

If the grievance sets a precedent and results in significant change to RMS corporate procedure the file must be kept for ten years. In such a case the General Manager, Human Resources must be contacted.

Vexatious Claims

A vexatious claim is a grievance reported without sufficient grounds for action. Vexatious claims include but are not limited to those that are:

- malicious;
- raised to annoy or harass the respondent;
- lacking in substance; and/or
- frivolous.

Where a complaint is found to be vexatious, malicious or substantially frivolous and reported only to annoy or harass the Respondent, the staff member reporting the original grievance may be dealt with under the provisions of RMS's Harassment, Discrimination and Workplace Bullying Policy or Discipline Policy.

Protection

Any staff member who is involved in a grievance in accordance with RMS grievance procedures, or is required to prepare a report concerning another member of staff in relation to a grievance, is protected against any action for defamation provided they:

do not intentionally make a vexatious, malicious or substantially frivolous complaint;

raise the grievance in accordance with these established procedures and confidentiality is maintained; and

do not publish or make information available to persons who have no legitimate interest in receiving it.

Mediation

Mediation provides the opportunity for a trained, independent person to assist in the resolution of the grievance. The mediation may result in the parties agreeing to and signing an agreement or understanding. The General Manager and/or Branch Manager must approve the engagement of an external mediator. Mediators are to be engaged through the GNC, HR Branch who manages RMS Mediator Panel.

Appeal Right

Any Grievant who is dissatisfied with his or her treatment in terms of the Grievance Resolution Policy procedures may appeal to the Director or Chief Executive Officer for a re-examination of the matter. This appeal right does not in any way diminish a Grievant's right to seek the assistance or support of his or her union or staff association in the matter. Appeals must be lodged within 21 days from the date that the parties involved in the grievance are advised of the outcome.

Employee Assistance Program

The Employee Assistance Program (EAP) is available to assist all staff and their families. The service offers short term face-to-face or telephone professional advice and counselling to help cope with personal, family and work related issues.

C4 Responsibilities

Title	Responsibilities
Staff	<p>Ensure their behaviour is aligned with RMS Code of Conduct and Ethics.</p> <p>Report inappropriate behaviour in the workplace when witness to it, or when it is brought to their attention.</p> <p>Participate in grievance resolution and maintain confidentiality in the process as and when required.</p> <p>Not participate in the harassment or victimisation of any party involved in a grievance.</p> <p>Not lodge vexatious, frivolous or malicious grievances.</p>
Managers	<p>Promote, explain and model the standards of behaviour expected of staff members as set out in RMS Code of Conduct and Ethics.</p> <p>Be familiar with and actively promote and support RMS Grievance Resolution Policy, procedures and strategies.</p> <p>Monitor the workplace for early identification and resolution of grievances.</p>

	<p>Chair grievance related meetings and make grievance related decisions based on fact.</p> <p>Ensure confidentiality in the process except where there is a serious breach of an RMS policy or where there are grounds to believe there may be harm or injury to person or property in which case the matter must be referred to an appropriate person.</p> <p>Make appropriate arrangements to release a selected GCO to carry out his/her GCO duties.</p>
Grievance Contact Officers	<p>Advise their manager of the time involved in dealing with a grievance and make reasonable arrangements to carry out their normal duties.</p> <p>Assist the Grievant or Respondent to identify the options available to address the grievance.</p> <p>Direct the Grievant or Respondent to appropriate RMS policies, procedures or services (e.g. Ethics Hotline or EAP)</p> <p>Refer the Grievant to an appropriate staff member responsible for handling grievances.</p> <p>Complete a Grievance Resolution Report for each grievance received and forward to the GNC, HR Branch.</p> <p>Notify GNC of any changes to their contact details and work location.</p>
Grievance Network Coordinator	<p>Recruit, select, train and supervise GCOs in their role as a GCO.</p> <p>Coordinate the grievance resolution network and case management system.</p> <p>Ensure that the practices and processes applied and decisions proposed in individual workplace grievance cases are equitable and conform to RMS policy, legislation and industrial instruments.</p> <p>Provide grievance resolution advice to line management.</p> <p>Manage and report on administrative and contract matters associated with grievance resolution.</p> <p>Facilitate Grievance Resolution workshops to ensure that grievance resolution is communicated and understood.</p> <p>Manage and coordinate RMS panel of mediators.</p>
C5	<p>Evaluation</p> <p>This policy will be evaluated as appropriate, taking into account changes to New South Wales and Commonwealth legislation, identification of changing trends, and feedback provided to Human Resources Branch on its effectiveness.</p>
C6	<p>Breaches</p> <p>RMS may take disciplinary action (including the termination of services) against any staff member who breaches this policy and RMS Code of Conduct and Ethics.</p>
C7	<p>Additional Information</p> <p>Legislation</p> <p><i>Anti-Discrimination Act 1977 (NSW)</i></p> <p><i>Work Health and Safety Act 2011 (NSW)</i></p> <p><i>Industrial Relations Act 1996 (NSW)</i></p> <p><i>Privacy and Personal Information Protection Act 1998 (NSW)</i></p> <p>Reference documents</p>

Human Resources Manual, Grievance Resolution Procedure

Human Resources Manual, Code of Conduct and Ethics

Human Resources Manual, Harassment, Discrimination and Workplace Bullying Policy

Human Resources Manual, Employee Assistance Program Policy

Human Resources Manual, Corrupt Conduct and Maladministration Prevention Policy

Corporate Policy Statement 26, Employees' Personal Records Policy

C8 Grievance Resolution Procedures

(a) Any manager, supervisor or Grievance Officer consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance

clarify the facts of the grievance

ensure the confidentiality and protection of all parties involved

wherever possible, take into account the grievant's wishes regarding the process of resolution

ensure the right of the respondent to be heard before any decision is made

if resolution is not possible, conclude the grievance by advising the grievant of the:

reasons

right of appeal

external options.

(b) In addition, if you are:

acting as a Grievance Officer:

offer counsel and advice

refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent

the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.

APPENDIX D

Market Testing and Contracting Out

Principles, Definitions and Consultative Process

Principles

Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than RMS having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RMS business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
 - track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
 - reports from reference sites
 - past performance in management of sub-contractors
 - fitness and quality of the process proposed by the bidder
 - financial stability of the firmability to meet statutory requirements, including occupational health and safety requirements, and calibre of the key people involved in delivery of the work.
- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)

- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with RMS's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support of employees, especially those involved in internal bid processes.

Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance of the work area on behalf of RMS.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

Definitions

- (a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
- the identification of decision alternatives
- the identification of decision criteria; and
- the outcome of evaluation of alternatives against the criteria.
- (b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- (c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.
- (d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.
- (e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within RMS. RMS may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or RMS no longer performs work of that type.

Consultative Process

- Step 1
- (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
- (b) Agreement to proposals sought from Director

- (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Unions New South Wales.
- (d) Relevant unions advised by Director Corporate and input sought. (Two weeks to respond from date of advice).
- (e) Responses considered by relevant Director and proposals modified where appropriate.
- Step 2
- (a) Board advised of nominated projects by relevant Director.
- (b) Nominations considered by Board and which project should proceed to market testing determined.
- (c) Relevant unions, SBU and Unions New South Wales advised of project approvals by Director Corporate.
- Step 3
- (a) Project initiated by local management.
- (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
- (c) In-house bid team advised of targeted savings / areas for improvement.
- (d) Evaluation committee appointed by relevant Director.
- (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
- (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
- (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
- (h) Relevant probity processes established by local management.
- (i) If determined necessary (ie. to gauge size of market, identify options, etc.) Expression of Interest called.
- (j) Expressions of interest evaluated and short list prepared.
- (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (l) RFP/tender documents modified where appropriate by market testing team.
- (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (n) Evaluation model modified where appropriate by market testing team.
- (o) RFP/tender documents issued.
- Step 4
- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
- (b) Draft evaluation report disseminated to relevant unions by relevant Director,

submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.

- Step 5 (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
- (b) Approval of evaluation report recommendations sought from Board by relevant Director.
- Step 6 (a) Relevant unions and bidders advised by Relevant Director of decision of Board.
- (b) Staff advised and in-house bid team debriefed by local management.

APPENDIX E

GLOSSARY OF TERMS

Traffic Signals Group

- (a) RMS Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

- (b) RMS Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

In charge of a gang / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction / Reconstruction

Miscellaneous activities.

Member of a team engaged in development, maintenance or repair of traffic signal equipment.

Tasks might include:

Supervision and control of other employees

Assisting a trades person in a gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RMS Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

Engaged in traffic systems work.

Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

Provide technical advice and support to the Equipment Service Manager.

Guide and co-ordinated the work of a group of traffic signals technicians.

Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.

Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.

Preparation and testing of controller personalities against design plans.

Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, eg traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.

Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.

Supervise the work of contractors as required.

Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.

Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(f) General

Incremental progression to be subject to satisfactory service.

Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.

Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.

The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ROADS AND MARITIME SERVICES WAGES STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 253 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

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3.2	Regional Consultative Groups
3.2.1	Project teams
3.2.2	Wages staff task groups
3.2.3	General principles
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Rates of Pay - Trades

Rates of Pay - Apprentices

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4. Conditions of employment
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PART A

1. Title

This Award is known as the Crown Employees (Roads and Maritime Services - Wages Staff) Award. The terms of this Award apply to all wages staff of the Roads and Maritime Services, except those employed at Broken Hill who are covered by a separate Agreement with the Barrier Industrial Council, under Chapter 1A of the *Public Sector Employment and Management Act 2002*.

2. Parties to the Award

The parties bound by the Award are the Roads and Maritime Services (hereinafter called the "RMS") and:

The Australian Workers' Union, New South Wales

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

Electrical Trades Union of Australia, New South Wales Branch

Transport Workers' Union of Australia (New South Wales Branch)

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch

New South Wales Plumbers and Gasfitters Employees Union

Hereinafter, parties other than RMS are called "unions".

3. Enterprise Bargaining Infrastructure

Implementation of continuous improvement is based on consultation. The following bodies assist in facilitating a consultative and participative approach.

3.1 RMS's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

3.2 Regional Consultative Groups

Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.

The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

3.2.1 Project teams

Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.

Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.

The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

3.2.2 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

3.2.3 General principles

The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.

Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.

Regional consultative groups:

are chaired (to be shared) by the union and RMS staff representatives

develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.

The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.

Nominated representatives and group members have agreed to relevant training to assist them in their roles.

The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

4. Terms of Employment

4.1 School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for the total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b) (i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school base apprentice.

(e) Conditions of employment

Except as provide by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

4.2 General terms

(a) You are employed on a weekly basis, unless otherwise specified.

(b) If you are a new employee, you must complete a probationary period which is:

the first three months of your employment

on a daily basis during that period
at the appropriate weekly rate

able to be terminated at one day's notice from either party (you or RMS).

- (c) You are paid for any holidays that occur during your probationary period.
- (d) You may be engaged on a limited duration basis either for:
a term not less than three months and generally not exceeding 12 months, or
the duration of a project with anticipated starting and finishing dates.
As a limited duration employee you receive the pay rates and conditions of employment provided in this Award.
If your limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for you, unless you are employed for a specific project.
- (e) You may be engaged on a casual basis either:
for short terms or emergency projects
where you are required intermittently over a specified period of time (eg. for traffic control)
for a minimum period of three hours per engagement
for a continuous period not longer than three months.
As a casual employee you are paid:
the appropriate base rate plus 20% casual loading to compensate for all leave except long service leave
allowances provided for in this Award
for time worked outside ordinary hours, at overtime rates plus 20%.
- (f) As an RMS employee, you must carry out duties that:
you have the skills, competence and training to undertake and are safe to perform
are within the classification structure of this Award
do not promote de-skilling.
- (g) If directed by RMS, you must use the tools, plant and equipment for which you are trained.
- (h) RMS may require you to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100 km. If the movement involves a change in location over 100 km, your agreement to the change will be sought and you will be paid the appropriate entitlements as set out in clause 7, Travel/Accommodation. While performing these duties you will maintain your existing classification under the Wages Classification Structure, except where you are performing higher graded work under the provisions of subclause 5.3 - Higher Duties.
Nothing in this paragraph (h) prevents RMS from applying the distant work provisions set out in clause 7.2 Distant Work, for crews or gangs, who for work reasons are required to live away from their usual place of residence.
- (i) If you are absent from work you lose your pay for the period of time that you were absent unless the paid leave provisions apply (for further details governing leave provisions, refer to Section 6 of this Award).

- (j) If you arrive at work late or leave work early, your working time is calculated to the nearest 0.1 of an hour (ie. 6 minutes). The same calculation is used for overtime.
- (k) After the probationary period referred to in 4.2.(b), your employment can be terminated at any time as follows:
 - by one week's notice on either side, or
 - by the payment or forfeiture of one week's wages
 - without notice for misconduct.
- (l) If you are terminated "without notice" you are paid wages up to the time of termination only.
- (m) If you are on a week's notice and during that time are absent from work without permission, it will be considered that you have abandoned your employment.
- (n) RMS may deduct wages for any day that you cannot be usefully employed, due to strikes, work stoppages or any cause for which RMS cannot reasonably be held responsible (not including wet weather), and where any other reasonable alternative duties are not available.
- (o) If you are an apprentice or a trainee and you lose time for any reason not considered satisfactory by RMS, RMS is entitled to deduct an amount proportionate to that time from your weekly wage.
- (p) If you are a "non-trades" employee, your pay rate includes an amount for being required to work in inclement weather.

4.3 Working Hours

4.3.1 Normal work cycle

- (a) Your contract of employment is based on 38 ordinary hours worked each week.
- (b) A normal working cycle consists of 152 hours and is:

19. Working Days Within a 20 Day, Four Week Period, and

eight hours worked each day between 6.00 am and 6.00 pm. However, your normal commencement time may be altered by agreement with your local manager and the majority of staff to allow you to commence your ordinary hours of work at 5:00 am. The reason for such a change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.

During this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles you to one day off in each four week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.

Note: This provision does not apply to Sydney Harbour Bridge maintenance staff (see Clause 4.3.6 for the working hours of this group).

- (c) For accrual purposes:
 - each day of paid leave taken during a four week work cycle is counted as a working day
 - any Public Holidays occurring during the work cycle are counted as 8 hours.
- (d) You or your work group may be required by local management to change starting/finishing times and the time/hours you work for the following reasons:

geography, climate or traffic conditions,

specific works, changes to hours, days or periods of the year (whole/part of a depot/individual), or

greater flexibility.

you will be given one (1) week's notice of the change.

4.3.2 Flexible arrangements

- (a) Alternatives to the normal work cycle include a:

nine day fortnight

four day week; or

any alternative work arrangements approved by management and endorsed by the Regional Consultative Group prior to implementation.

- (b) If your working time/hours are varied consistent with this subclause, you cannot work more than:

10 hours each day between 6:00 am and 6:00 pm

80 ordinary hours each fortnight.

- (c) If you work a nine day fortnight you receive one additional day off (making a total of two) in each 20 day, four week cycle.

- (d) If you work a four day week you receive three additional days off (making a total of four) in each 20 day, four week cycle.

- (e) For accrual purposes:

each day of paid leave you take during the flexible work cycle is counted as a working day

any Public Holidays occurring during the flexible work cycle are counted as 8 hours.

4.3.3 Continuous work patterns

- (a) Where local management and the majority of staff agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.

- (b) If work time/hours are varied consistent with this subclause, you are:

paid 50% more than your ordinary rate for the first two hours and 100% more than your ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average

paid 100% more than your ordinary time rate for all work on Sundays that forms part of the 38 hours per week average

not required to work on more than ten consecutive days, and

rostered off for at least four consecutive days within the two week cycle. You are not paid for these days.

4.3.4 Accrued day off

- (a) By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:

ADOs fall together with Public Holidays, where appropriate

attention is given to the dates on which ADOs are observed by the Building and Construction Industry.

- (b) Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree.

Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (eg. the last day of the school term or local events such as the Bathurst car races).

- (c) It is essential that local management and staff designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to staff.

Any additional days off should be incorporated into the ADO calendar.

- (d) Local management, in consultation with staff, may require you to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO, you are:

given at least one (1) week's notice of the change

given a copy of the program of alternative ADOs

not paid penalty payments for this work, and

permitted to take an alternative working day off as your ADO (Note: This day is unpaid.)

- (e) RMS may require you to occasionally work on an ADO if the ADO:

stops others from carrying out their work

results in other staff having to complete maintenance tasks outside normal working hours

delays a project.

If you are required to work on your ADO without the notice period outlined in 4.3.4 (d), you are:

paid at the Saturday overtime rates

permitted another day off, where practical, before the end of the next work cycle. You are not paid for this day.

- (f) You may accrue a maximum of five ADOs providing there is agreement between:

RMS and the unions on a statewide basis, or

local management and a majority of staff (whole/part of a depot/individual).

4.3.5 General

Unless you are a shift worker, you are entitled to a meal break each day. Meal breaks:

do not count as time worked

may be taken between 11:30 am and 1.30 pm

are for 30 minutes or up to one hour by agreement.

Generally, your meal break should commence not longer than 5 hours after the start of your normal work.

An exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non-clearway hours.

4.3.6 Sydney Harbour Bridge maintenance staff

(a) This clause applies to Sydney Harbour Bridge maintenance staff only

(b) A normal working cycle within this clause consists of:

nine working days within a 10 day, two week cycle

eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm

a 30 minute meal break which includes a paid 10 minute tea break and a 20 minute unpaid break between 11:30 am and 12 noon.

During this cycle, 51 minutes of each day worked is accrued. This entitles you to one day off in each two week cycle, known as an Accrued Day Off (ADO). Wages for accrued time are paid in the period during which it was accrued.

(c) If an ADO falls on a Public Holiday, you may take your ADO on:

the next working day

an alternative day in the same two week cycle

an alternative day in the next two week cycle.

(d) For accrual purposes:

Each day of paid leave you take during a two week cycle is counted as a working day.

Any Public Holidays occurring during the two-week cycle are counted as eight hours.

4.3.7 Averaged Work Pattern

(a) If you are a continuous shift worker, your ordinary working hours are 38 per week which may be averaged over one or more normal work cycles depending on rostering arrangements.

(b) Your accrued days off will be taken according to the agreed roster.

4.3.8 Part-time employment

- (a) You may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent part-time staff.
- (b) You may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) You may work additional hours by agreement. Where you work additional hours, the additional hours will be paid as follows:

ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties

appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.

- (e) Individual working arrangements will be:

agreed between you and RMS.

set out in your appointment letter.

able to be varied at any time by negotiation between you and RMS.

- (f) The wages and conditions of employment for part-time staff will be based on a pro-rata application of wages and conditions of employment contained in this Award for full-time staff performing similar duties.

4.4 Shift Work

4.4.1 General

- (a) This clause outlines the conditions for shift work and applies to you unless you are a:

Traffic Signals Technicians Assistant

Traffic Emergency Patroller.

Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant

The conditions for shift work applicable to these roles are detailed in subclauses 4.4.2, 4.4.3 and 4.4.4.

- (b) Shift work is worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

- (c) For the purpose of this clause only:

"Ordinary shift hours" means hours worked in accordance with subclause clauses 4.3.1 - 'Normal work cycle' and 4.3.2 - 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:

19 working days of eight hours within a 20 day, four week cycle,

a nine day fortnight, or

a four day week.

In accordance with subclause 4.3.2, ordinary shift hours cannot be longer than ten hours.

"Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.

"Early morning shift" means any shift commencing at or after 4:00 am and before 6:00 am.

"Afternoon shift" means any shift commencing at or after 1:00 pm and before 6:00 pm.

"Night shift" means any shift commencing at or after 6:00 pm and at or before 4:00 am.

- (d) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

- (e) If your normal shift is worked between:

Monday and Friday, the Friday shift starts before and finishes after midnight Friday.

Sunday and Thursday, the Sunday shift starts before midnight Sunday.

- (f) If you work on a Saturday, Sunday or Public Holiday you are paid at overtime rates, provided that:

Friday shifts referred to in clause (e) are paid at ordinary shift rates

Sunday shifts referred to in clause (e) are paid at ordinary shift rates after midnight Sunday.

- (g) If you work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) you are paid double-time.

- (h) If you are required to work shift work you are given at least 48 hours notice. If your shift hours are changed, you are notified by the finishing time of your previous shift.

- (i) You cannot work more than one ordinary shift on any one day (eg. a day shift and a night shift). If you are required to work a second shift on a given day, the second shift is paid at overtime rates.

- (j) If you work a shift of less than five consecutive working days and it is:
- due to your actions, you are paid normal shift rates
 - not due to your actions, you are paid overtime rates.
- ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards your completion of five consecutive days worked for the purpose of this subclause.
- (k) When you are on shift work, you are allowed and paid 30 minutes crib time for each shift worked. Generally, it must be taken not more than five hours after the start of the shift. This break may be taken over several periods of time which total 30 minutes.
- (l) If you do not work a complete four week cycle you receive pro-rata accrued entitlements for each shift (or part shift) worked.
- (m) Local management and staff will agree on the:
- arrangements for ADOs during your work cycle
 - accumulation of ADOs (to a maximum of five).

4.4.2 Traffic signals technicians' assistants

- (a) If you are a Traffic Signals Technicians' Assistant:
- an afternoon shift finishes after 6.00 pm and at or before midnight
 - a night shift finishes after midnight and at or before 8.00 am
- regular afternoon or night shifts apply which are a normal feature of your work, occur five nights each week and are in operation for more than four consecutive weeks.
- (b) If you work regular afternoon or night shifts, you are paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:
- the first five shifts are paid at time-and-a-half
 - more than five shifts and up to four weeks are paid at the ordinary rate plus 20%
 - more than four weeks are paid at the ordinary rate plus 15%.
- (c) If you work only night shifts, you are paid at the normal rate plus 30% for each shift you work.
- (d) Saturday time is:
- worked between Friday midnight and Saturday midnight
 - paid at time-and-a-half for normal rostered shifts.
- (e) Sunday time is:
- worked between Saturday midnight and Sunday midnight
 - paid at double-time.

4.4.3 Traffic emergency patrollers

- (a) If you are a Traffic Emergency Patrollers (TEPs), you are either a:
 shift worker engaged on a combination of morning and afternoon shifts, or
 continuous shift worker engaged on a 24 hour, 7 day, rotating roster.
- (b) You are not required to work more than 6 consecutive days during your roster cycle.
- (c) Your working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00 PM	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

- (d) You will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.
- (e) You will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.
- (f) You will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.
- (g) You will be allowed and paid a crib break in accordance with subclause 4.4.1, paragraph (k) above.
- (h) Shift rosters operate in the following manner:
 You are rostered to work shifts as required by RMS.
 Notice of shifts to be worked is given at least seven days in advance.
 If less than seven days notice is given of shift changes, you are paid at the same rate as your previous shift, provided it is greater.
- (i) If you are rostered on a special or spare shift and you are directed to work another shift which:
 pays a lesser pay rate, then you are entitled to retain the pay rate of your normal shift
 has a greater penalty, then you are entitled to the higher pay rate based on the inclusion of the penalty for the shift you actually worked.
- (j) If you are directed to temporarily work a shift that pays a lesser pay rate, you are entitled to retain the pay rate of your normal shift.
- (k) If you are directed to work at an alternative location, you are paid the appropriate fares to the new destination, in accordance with the provision outlined in Clause 7, Travel/Accommodation.
- (l) If you are required to change your shift and/or location with less than 48 hours notice, you are paid an additional 3 hours at your ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to your shift pattern.

4.4.4 Tow Truck Staff

- (a) If you are a Tow Truck Driver or Tow Truck Attendant you are engaged on a 24 hour, 7 day, rotating roster.
- (b) Tow Truck Staff shall not be required to work more than 6 consecutive days during the roster cycle.
- (c) The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- (e) Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- (g) You will be allowed and paid a crib break in accordance with subclause 4.4.1, paragraph (k) above.
- (h) Shift rosters shall operate in the following manner:

you shall be rostered to work shifts as required by RMS.

notice shall be given of shifts to be worked at least 7 days in advance.

where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.

- (i) If you are rostered on a relief line and your shifts, as notified in (g) above, are changed with less than 7 days notice you will be paid at the rate of the previously rostered shift providing that it is greater.
- (j) Where you are directed to work at an alternate location, you will be paid the appropriate fares to the new destination in accordance with the provision outlined in Clause 7, Travel/ Accommodation.
- (k) Where you are required to change shift and/or location with less than 48 hours notice, you will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in (i) above, in recognition of any inconvenience caused by the alteration to the shift pattern.
- (l) If you are rostered to work on a Public Holiday you will receive a day in lieu. This does not apply where you are rostered on a special or spare shift and are required to work on a Public Holiday. In this case the Public Holiday loading will be paid.

4.5 Secure Employment

4.5.1 Objective of this Clause

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

4.5.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have 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) 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.
- (c) Any casual employee who has a right to elect under paragraph (a), upon receiving notice under paragraph (b) or after the expiry of the time or 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 an agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (c), 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 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 time of work as previously worked, unless other arrangements are agreed between the employer and the employee.

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

4.5.3 Occupational Health and Safety

- (a) 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 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.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - 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.
- (c) Nothing in this subclause 4.5.3 is intended to affect or detract from any obligation or responsibility upon labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

4.5.4 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.

4.5.5 Non Application

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

5. Payments

5.1 Rates of pay

5.1.1 Duration & operative dates for future increases

- (a) This Award takes effect on and from 1 July 2011 and operates until 30 June 2012.
- (b) Wages staff covered by this Award receive a 2.5% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2011.
- (c) The increases in base rates are paid in consideration of the acceptance of this Award. The new base rates are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

5.1.2 General

- (a) The pay rates in this Award are premised on the "RMS Wages Classification Structure".
- (b) These rates are determined by competence, but as appropriate, may include any or all of the following components:

tradespersons' allowance

special loading

industry allowance

inclement weather allowance

follow-the-job loading, and

roll-up of allowances (including tool, hazard, HIAB, leading hand, etc.)

For a detailed list of pay rates, refer to Table 1, "Rates of Pay" in Part B, "Monetary Rates" of this Award.

For a detailed list of other rates and allowances, refer to Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award.

5.1.3 Apprentices

- (a) A tool allowance is included in your pay rate.
- (b) If you are an adult apprentice, you are paid the higher rate of:
4th year apprentices for the duration of your apprenticeship, or
that applicable to the substantive position that you held with RMS immediately prior to commencing your apprenticeship.

5.1.4 Trainees

If you are a Civil Construction Trainee you will be paid in accordance with the Crown Employees (Public Service Training Wage) Award. For all your other conditions of employment refer to this Award.

5.1.5 Traffic signals technicians' assistants

The pay rate includes compensation for:

dirty or hot work

working in the wet

working in confined or awkward places

other disability work for which there is no provision

5.1.6 Truck drivers

If you are a truck driver, your pay rate includes compensation for your requirement to work in inclement weather. All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work you currently perform.

5.1.7 Sydney Harbour Bridge (SHB) maintenance staff

- (a) If you are a SHB maintenance worker and are directed to work on the steel, you are paid an additional amount per week, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.
- (b) If you are an apprentice located at the SHB, you are entitled to the SHB allowance, as outlined above, but you do not receive fares.

5.2 Allowances

5.2.1 Operative dates and future increases in other rates and allowances

- (a) Work related allowances eg Sydney Harbour Bridge Allowance, increases in line with percentage increases in rates of pay outlined in subclause 5.1.1 above, and applies from the same operative dates.
- (b) Expense related allowances, eg. overtime meal allowance, increases in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

5.2.2 General

- (a) The allowances described in this section do not form part of your ordinary wage and are not paid for all purposes of this Award.
- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

5.2.3 Lead paint removal allowance

If applicable, you are paid on an hourly basis, as described in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award, and only for the period of time when you are:

fully compliant with WHS management plans and safe systems of work

working on structures that are primed with lead-based paint

performing any of the following tasks:

Abrading by hand or mechanical means

Dry or wet blasting inside containment

Grit recovery inside containment

Bagging and packaging lead contaminated waste

Cleaning filters and/or performing internal maintenance on dust extractors

Setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit

Erecting previously used containment sheeting

Removing and disposing of containment sheeting

Flame cutting or welding on the structure

Decontaminating and removing materials and equipment from within the confines of the containment

Bagging and un-bagging of lead contaminated personal protection equipment.

5.2.4 Asbestos materials allowance

If you are required to use materials containing asbestos or to work with others using asbestos, you are provided with the necessary safeguards, as required by the appropriate work health and safety authority. You must use all supplied safeguards.

In such cases, if the safeguards make the wearing of protective equipment mandatory, you are paid an hourly amount, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

5.2.5 Asbestos eradication allowance

(a) "Asbestos eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.

(b) If you are engaged in asbestos eradication:

all work must be conducted in accordance with the:

NSW Work Health and Safety Act 2011

Work Health and Safety Regulations 2011

you are paid an hourly amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

5.2.6 Asphalt plant repairs allowance

If you are a tradesperson, you are paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award for repairs, maintenance or alterations to the following designated areas:

dryer drum
hot elevator
single chute (Bellambi)
screens
weighing hopper
pug mill
scrubbing bins, jets and scrubbing pits (Bellambi)
cyclone
hot bitumen kettle (Bellambi).

5.2.7 Long/wide loads allowance

If you are a truck driver and drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds:

2.90m wide or 18.29m long or 4.30m high (measured from the ground level), you are paid an hourly amount with a minimum daily amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award

3.36m wide or 21.34m long or 4.58m high (measured from the ground level), you are paid an hourly amount with a minimum daily amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

5.2.8 Mechanical trades remote and servicing allowances

- (a) If you are a mechanical tradesperson instructed to work alone from a designated remote location, you are paid an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period you are required to work from that location.
- (b) If you are instructed to carry out the defined servicing role, you are paid an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period you are required to carry out that role.

5.3 Higher duties

- (a) You are entitled to the payment of higher duties if you are directed to perform the duties of a position graded higher than yours.
- (b) The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- (c) To be eligible for HDA, you must be able to satisfactorily perform the major functions of the position. You are not eligible for the HDA payment if you are learning the critical aspects of the higher graded position.
- (d) Your manager or supervisor must approve the period of higher duties prior to you starting in the higher graded position. Prior approval is also required if your period in the higher graded position is to be extended.
- (e) HDA is not applicable to positions that are multi-graded (eg. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).

- (f) HDA is only paid to you where:

you fill an existing position during casual absences of the incumbent (eg. sick, annual or long service leave)

approval is given to create and place you in a temporary position that is intended to exist for a limited duration, (eg. for a specific project)

you are directed to perform certain functions for the purpose of maintaining accreditation (eg. RMS Plant accreditation)

you are directed to perform the duties of a higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, where the higher graded role is performed during a period of overtime or call-out only, your HDA is paid at an hourly rate only for the period of the overtime or call-out.

- (g) If the required period of relief in the higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- (h) If your higher duties position is a salaried position, your HDA is paid in accordance with RMS Policy.

5.4 Overtime

5.4.1 General

- (a) RMS may require you to work a reasonable amount of overtime at overtime rates. The overtime must be worked in accordance with these provisions. You may refuse to work overtime in circumstances where the working of overtime would result in unreasonable working hours. For the purposes of this clause, what is unreasonable or otherwise is determined with regard to:
- any risk to your health and safety;
 - your personal circumstances, including family and carer responsibilities
 - the needs of the workplace or enterprise
 - the notice (if any) given by RMS regarding the working of the additional hours, and by you of your intention to refuse to work the additional hours,
 - any other relevant matters.
- (b) You are not required to report to work earlier than your set starting time or return later than your set finishing time without qualifying for overtime. However, if you travel outside your ordinary working hours you are only paid ordinary rates or as prescribed in clause 7.1.3 of this Award.
- (c) If you commence overtime work before or after a shift and continue for an unbroken period during which ordinary time is worked, your overtime is calculated by reference to the total hours worked.
- (d) If you work outside ordinary hours you are paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time

All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

- (e) If you are required to work on a Saturday, Sunday or Public Holiday you are paid for a minimum of four hours or else paid for four hours at the appropriate rate.
- (f) If you are working overtime and you have not had 10 consecutive hours off duty after finishing your last shift, you must have 10 consecutive hours off duty after finishing your overtime.

If you work overtime on a Saturday, Sunday or Public Holiday (and these days are not your ordinary working days off or your ADO) and you have not had 10 consecutive hours off duty within the 24 hour period before starting your next shift, you must have 10 consecutive hours off duty after finishing your overtime.

If the 10 hours off duty occurs during ordinary working time you don't lose any pay.

- (g) If RMS instructs you to resume or continue work without having 10 consecutive hours off duty, you are:

paid double-time until the end of your duty

entitled to be absent, without losing any pay for ordinary working time, until you have had 10 consecutive hours off duty.

- (h) If you are a shift worker, the conditions in (g) apply, except that eight hours are substituted for 10 hours when overtime is worked:

for the purpose of changing shift rosters

where you are required to replace shift workers who do not report for duty

by arrangement between other staff and yourself.

- (i) Except in emergencies, you are not allowed to work more than a half hour of overtime if you are completing holes for firing and before firing if you are excavating sandstone or working underground.
- (j) If you are a shift worker and work in excess of your shift hours (other than Public Holidays) you are paid double-time. All overtime in excess of shift hours on a public holiday is paid at double-time-and-a-half. All overtime payments are calculated using your ordinary wage rate.
- (k) RMS may delay a scheduled meal break by up to 1 hour 30 minutes to finish essential work without payment of additional rates. In these circumstances you are given an equivalent amount of time for your meal break.

If you are required to work beyond 1 hour 30 minutes after your scheduled meal break you are paid at ordinary overtime rates until you receive a meal break. This provision does not apply if you are a shift worker who receives a paid crib break as part of your working arrangements.

5.4.2 Cribs

- (a) If you are required to work two or more hours of overtime after your normal finishing time, you are entitled to a:

30 minute crib break without loss of pay, after the first two hours, and

a similar time allowance for each additional four hours of overtime worked.

To qualify for this entitlement, you must continue to work after your allowed break.

- (b) If you work overtime on a Saturday, Sunday or Public Holiday and work continues after 12 noon, you are allowed a crib break of 30 minutes. This break is taken without loss of pay.
- (c) Having regard to statutory requirements, RMS and you may agree to a meal or crib break being taken at any time. If the break is not taken you are paid the appropriate overtime rate.

5.4.3 On call

- (a) You are deemed to be on call if you are directed by RMS to be available for duty outside ordinary hours at all times in order to attend to emergencies or breakdowns.
- (b) If you are on call you are not required to remain at home but you must be contactable and able to respond within a reasonable time.
- (c) If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in 5.4.1(g) and (h).
- (d) If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- (e) If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
Friday evening/Saturday Sundays/Monday mornings your ADOs, and Public Holidays.
- (f) Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.

5.4.4 Call out and call back

- (a) If you are recalled to work after leaving your job you are paid a minimum of four hours at overtime rates.
- (b) Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- (c) If your call out or call back duties continue into what would be your ordinary working hours your entitlement is calculated as follows:

Overtime rates continue until the minimum four hours have elapsed.

Payment of your ordinary hours rate commences when the minimum four hours have elapsed.

- (d) If any portion of your call out or call back period continues into your ordinary hours, those hours after your ordinary starting time are considered part of your ordinary work hours.

- (e) Nothing in this clause should be interpreted in a manner that gives rise to a claim:
for the payment of ordinary hours in addition to any payment for call out, nor
that you have failed to meet your contract hours.

- (f) Payment for a call out or call back is calculated from the time that you depart for work. Payment ceases when you arrive at your residence or accommodation after returning directly from the call out or call back.

Payment is made on the basis of a direct return to your home or accommodation.

5.4.5 Standing by (Snow clearing - Cooma)

- (a) Standing by is when you are directed to stand by in readiness to work overtime. It does not apply when you are on call.
- (b) If you are directed to be on stand by at home, work or elsewhere after ordinary hours, you are paid standing by time at the ordinary rate for the time you are on stand by.

5.4.6 Meal allowance

- (a) If you are required to work more than 1.5 hours after your normal finishing time you are provided with either a meal, or the amount to cover meal expenses, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
- (b) When you complete an additional four hours continuous overtime, you are paid an amount for each subsequent meal in addition to your overtime payment, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
- (c) If you receive an accommodation allowance that includes payment for an evening meal (see subclause 7.2), you are not entitled to payment under paragraph (a) above.

5.5 Payment of wages and termination of employment

- (a) Your wage is paid fortnightly
- (b) One day of each pay period is recognised as the pay day.
- (c) You will receive a confidential docket with the following details:
gross amount and particulars of wages and allowances
amount and particulars of deductions
classification
date on which payment is made
period of employment to which the payment relates
amount and type of deductions.
- (d) Your wages are paid into your nominated bank account.
- (e) If your employment is terminated, except for misconduct, you are paid all wages/leave entitlements due to you at the time of termination.

- (f) If your employment is terminated for misconduct or you resign, you are paid all wages/leave due to you within one week after termination or after RMS is notified of your resignation.
- (g) The pay period closes not more than three working days before the recognised pay day. If you are not paid on the recognised pay day, you are paid at ordinary rates for all working time you are kept waiting.

6. Leave

6.1 General

- (a) You must apply for leave in advance, except in emergency situations where prior notice cannot be given.
- (b) All your leave is subject to RMS approval.
- (c) Although some of your leave entitlements are stated in days, your leave entitlements and the recording of leave taken are in hours.
- (d) If you are appointed to RMS immediately from a position in the NSW Public Sector, you may transfer your accrued leave entitlements (recreation, sick, family & community services and long service leave) to your RMS position.

6.2 Holidays

6.2.1 Public holidays

- (a) This subclause covers all gazetted State Public Holidays. For local Public Holidays, refer to 6.2.3.
- (b) Public Holidays and picnic day are compensated at eight hours pay.
- (c) If a Public Holiday falls on a weekend, no additional payment is made unless you are required to work on that day.
- (d) If you are entitled to be paid for Public Holidays you are paid in full for any holidays occurring during a period of absence where you receive workers compensation payments.
- (e) If a Public Holiday occurs during the first two weeks in which you are granted leave without pay, you are paid for the holiday at your ordinary rate. Public Holidays occurring after two weeks leave without pay are not paid.
- (f) If RMS terminates your services for reasons other than misconduct or incompetence, you are paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after your termination date.
- (g) If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.

6.2.2 Union picnic day

- (a) The annual union picnic day occurs on the first Monday in December.
- (b) If you are not required to work on the picnic day you are paid at your ordinary rate.

- (c) If you are required to work on the picnic day you are paid double-time-and-a-half for a minimum of four hours.
- (d) You may be required by RMS to produce the picnic ticket butt as evidence of your attendance at the picnic.
- (e) If you are an apprentice or trainee and are required to attend classes/training on the picnic day, you are granted a day off in lieu.

6.2.3 Local public holidays

- (a) Unless specified elsewhere in this Award, you are paid for gazetted local Public Holidays if:
 - the holiday occurs on a normal working day
 - you are at work in the local area in the working day before and after the local Public Holiday
 - you have a reasonable excuse or approval from your supervisor to be absent from work on the working day before or after the Public Holiday.
 - you worked up to the time of general stoppage on the Public Holiday and resumed when the work recommenced.
- (b) You are not entitled to more than one local Public Holiday in a calendar year.
- (c) You may take this entitlement as two gazetted half days.

6.3 Annual leave

6.3.1 General

- (a) Annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year.

Annual leave does not accrue for:

 - unauthorised absences
 - leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down (see 6.3.2).
- (b) Annual leave must be taken:
 - in one consecutive period up to six months after the completion of every 12 months of service
 - in not more than three separate periods throughout the year (with the agreement of RMS)
 - at a time convenient to RMS and you.

It is preferred that your periods of annual leave plus Public Holidays and your ADO be taken in whole weeks, (ie. Monday to Friday).
- (c) In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.

6.3.2 Annual close down

- (a) The current practice of taking annual leave accrued to 31 December during the December-January school holiday period will continue.
- (b) RMS may vary this practice by agreement between management and the majority of staff for reasons including geographic, climatic or urgent works. In such cases:

you may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays

the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.

- (c) If the whole or part of a depot is temporarily closed or reduced to a minimum function for the purposes of annual holidays, and you do not have sufficient leave to cover this period, RMS seeks to find you work. However, if work is not available you may be required to take leave without pay.
- (d) If you are required to take leave without pay during the annual close down period:

you are paid for all Public Holidays occurring during this period

this period counts for accrual of your annual leave.

6.3.3 Shift workers

- (a) If you are a seven day shift worker and your ordinary working period includes Public Holidays and Sundays, you are entitled to:

an additional week of annual leave if you work this arrangement for 12 months

additional annual leave of up to one week calculated on a pro-rate basis if you work this arrangement intermittently.

6.3.4 Annual leave loading

Your annual leave loading has been rolled into your weekly pay by increasing it by 1.35%. This was effective from 1 December 1994.

6.4 Long service leave

6.4.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) If you have completed 10 years service recognised by RMS, you are entitled to long service leave of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.

- (c) For each additional calendar year of service completed in excess of 10 years, you accrue 11 working days long service leave.
- (d) From 1 January 2005, if you have completed 7 years of continuous service with RMS, or as recognised in accordance with g) and h) below, you are entitled to access your long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) If you are a part-time or casual staff member, you are entitled to long service leave on the same basis as that applying to full-time staff, but payment for the leave will be calculated on a pro rata basis.
- (f) If you are a shift worker, the number of working days debited during your period of leave may include a Saturday or Sunday that may form a part of the ordinary roster.
- (g) All previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority is taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time, part-time or casual basis.
- (h) Service with other NSW government bodies is also recognised in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002.
- (i) Nothing in paragraphs g) or h) entitles you to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.4.2 Effect of approved leave without pay (LWOP) on long service leave entitlements

- (a) To determine if you have completed the required 10 years of service:
 - any period of approved leave taken without pay before 13 December 1963 counts towards calculating your length of service
 - any period of approved leave taken without pay after 13 December 1963 does not count towards your length of service.
- (b) If you have 10 years continuous service with RMS, or as recognised in accordance with paragraphs 6.4.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - military service (eg. Army, Navy or Air Force)
 - major interruptions to public transport
 - periods of leave accepted as workers compensation.
- (c) If you have completed 10 years continuous service with RMS, or as recognised in accordance with paragraphs 6.4.1 g) and h) above, any period of approved LWOP not exceeding six months counts for the purposes of calculating your length of service.

6.4.3 Taking of long service leave

- (a) Subject to RMS approval, you may take long service leave:
 - at a time convenient to RMS;
 - for a minimum period of one hour

at full pay, half pay or double pay.

- (b) If you choose to take your leave at double pay, your:

long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment

additional payment is made to you as a taxed, non-superable allowance

leave entitlements accrue based on the actual number of working days you are absent from work while on long service leave.

- (c) If you choose to take your leave at half pay, your:

long service leave balance is debited at the rate of half the days/hours taken as long service leave

recreation leave entitlements accrue at half the ordinary rate for the days/hours you are absent from work

other entitlements accrue at the same rate for the actual days/hours you are absent from work.

- (d) If your ordinary hours of work are constant, payment is made at your current rate of pay.
- (e) If you are part-time or casual and your ordinary hours are not constant, payment is made based on your substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- (f) Your payment includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- (g) Your payment is increased to reflect any increment action that you become eligible for while you are absent on long service leave.
- (h) If you take long service leave while in service, you may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

6.4.4 Sick leave while on long service leave

- (a) You are entitled to claim sick leave that occurs during an absence on long service leave when you are sick for five or more consecutive days.
- (b) To claim sick leave, you must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, your long service leave balance is re-credited with:
- the equivalent period of sick leave if you are taking leave on a full or half pay basis; or
- the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if you are taking leave on a double pay basis.
- (d) If you take your long service leave at double pay, RMS recoups any allowance already paid to you for the period being claimed as sick leave.

- (e) All the above apply if you take long service leave prior to your retirement but not if you take it prior to resigning or being terminated.

6.4.5 Public holidays while on long service leave

- (a) Public Holidays that fall while you are absent on long service leave are not recognised as long service leave and are not deducted from your long service leave balance.
- (b) Payment for such a Public Holiday is calculated as ordinary hours of work and paid at single time, even if you have chosen to take your long service leave at half-pay or double pay.

6.4.6 Payment or transfer of long service leave on termination

- (a) If you are entitled to long service leave on termination of your employment, including retirement, you are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If you are employed on a full-time basis, your payment is calculated at the substantive rate of pay on your last day of service.
- (c) If you have at least five years' but less than seven years' service as an adult, you are paid pro-rata long service leave if your employment is terminated:
 - by RMS for any reason other than serious and intentional misconduct, or
 - by your request in writing on account of illness, incapacity, domestic or other pressing necessity, or
- (d) In the event of c) applying, any period of leave without pay taken does not count as service.
- (e) If you resign to join another Government Department, and meet the requirements as defined by, Schedule 3A of the Public Sector Employment and Management Act 2002, you are entitled to have your long service leave accrual accepted by your new employer.

6.5 Sick leave

6.5.1 General

- (a) Your sick leave year commences on 1 January. If you commence duty during the course of a calendar year you are credited with a pro-rata entitlement of 96 hours per year.
- (b) RMS may defer payment of your sick leave payment if you take sick leave during your first three months of service. In such cases, payment is deferred until after you have completed three months' service.
- (c) After your first year of service, you are granted sick leave on full pay to a maximum of 96 hours in each sick leave year.

To be eligible for sick leave, RMS must be satisfied that your absence is not due to an illness or incapacity attributable to misconduct.
- (d) If you leave RMS and are re-employed in the same year, you are entitled to the lesser of:
 - a maximum 96 hours sick leave, or
 - the number of sick leave days you would have been entitled to had your employment been continuous from the date you were first employed that year.

- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) Any sick leave not taken during your leave year accumulates and you may use it, as required, for genuine absences due to illness or incapacity.
- (g) If you are unable to attend work due to an illness or injury, you must contact your supervisor as soon as reasonably practicable preferably before your normal starting time. You must advise your supervisor of:
 - your inability to attend work
 - the nature of your illness or incapacity, and
 - the estimated period of your absence from work.
- (h) The granting of paid sick leave shall be subject to you providing evidence which indicates the nature of illness or injury. If you are concerned about disclosing the nature of the illness to your manager you may elect to have the application for sick leave dealt with confidentially by an alternate manager or Human Resource Strategy Branch.
- (i) If you are absent from duty for more than 2 consecutive working days because of illness you must provide a medical certificate to RMS in respect of your absence.
- (j) If you take sick leave in excess of 5 uncertified working days in a calendar year you may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if you provide evidence of illness that only covers the latter part of the absence, you may be granted sick leave for the whole period if RMS is satisfied that the reason for your absence is genuine.
- (l) If RMS is concerned about the diagnosis described in the evidence of illness produced by you, after discussion with you, the evidence provided and your application for leave can be referred to a medical practitioner for advice.

The type of leave granted to you will be determined by RMS based on the medical advice received.

If sick leave is not granted, RMS will, as far as practicable, take into account your wishes when determining the type of leave granted.
- (m) RMS may direct you to participate in a return to work program if you have been absent on a long period of sick leave.
- (n) Nothing in clause 6.5.1 removes the right of RMS to request medical certificates for single day absences where required or from referring you to a medical practitioner for other reasons as prescribed in RMS's sick leave policy.
- (o) If you have exceeded five (5) uncertified sick days in a twelve (12) month period or where you exhibit a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.
- (p) The reference in this clause to evidence of illness shall apply, as appropriate:
 - for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and

maxillo facial surgeon or at RMS's discretion, other forms of evidence that satisfy that you had a genuine illness including from another registered health services provider,

where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.

- (q) If you have used all your accrued sick leave and are unable to return to work due to an illness or incapacity and you have supporting medical certificates, you may take:

accrued annual leave

accrued long service leave, or

sick leave without pay.

6.5.2 Leave and workers' compensation claims

- (a) If you are waiting on the outcome of a claim for worker's compensation, you may be granted accrued sick leave. If your compensation claim is approved, sick leave taken is restored to your entitlement.

- (b) If you are absent from work for more than 26 weeks and you have:

sufficient sick leave available, you may use your available sick leave to top-up the difference between the statutory rate and your ordinary rate of weekly wage, less any shift loadings or other penalties

insufficient sick leave available, you receive the statutory weekly compensation payments only.

6.5.3 Illness while on annual leave

- (a) If you are sick for any period while on annual leave and you have a supporting medical certificate, you are entitled to:

accrued sick leave for the period covered by the medical certificate

have your annual leave replaced by the sick leave and your leave annual leave re-credited.

- (b) You are not granted sick leave for any annual leave taken prior to resigning or terminating your services.

6.6 Maternity leave

- (a) If you are a female staff member (including part-time and casual staff members who have worked for RMS on a regular and systematic basis for at least 12 months), you are entitled to unpaid maternity leave to enable you to retain your position and return to work within a reasonable time after the birth of your child.

- (b) You may be granted unpaid maternity leave on the following basis:

up to nine weeks before the expected date of birth

up to 12 months after the actual date of birth

- (c) If you are a permanent or limited duration staff member, you may be granted paid maternity leave if you have completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of your child at the ordinary rate of pay for:

fourteen weeks at full pay, or

28 weeks at half pay, or

a combination of the two options above.

- (d) You can request the equivalent pay for the period of leave in (c) above as a lump sum to be paid in advance of starting your maternity leave.
- (e) Your lump sum payment is made up to the maximum period indicated in (c), or for the period of leave actually taken, whichever is the lesser.
- (f) If you request to be paid for maternity leave as a lump sum and then request to return to work before the period of leave is completed, you must repay the remainder of the lump sum amount.
- (g) If you receive payment under this clause you are not entitled to any payment under clause 6.8 Parental Leave.
- (h) If you are on one form of leave and your child is born before the expected date of birth, your maternity leave commences from the date of birth of the child.
- (i) RMS shall not fail to re-engage you if you are a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

You or your spouse is pregnant; or

You have been immediately absent on maternity leave.

The rights of RMS in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.

- (j) If you commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave you will be paid:
 - at the rate you were paid before commencing the initial leave if you have not returned to work; or
 - at a rate based on the hours you worked before the initial leave was taken, where you have returned to work and reduced your hours during the 24 month period; or
 - at a rate based on the hours you worked prior to the subsequent period of leave where you have not reduced your hours.

6.7 Adoption leave

- (a) You are entitled to adoption leave if you are the person who assumes the primary role in providing care and attention to an adopted child.
- (b) Adoption leave starts from the date of taking custody of the child.
- (c) All staff (including casual staff members who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
 - short adoption leave, being three weeks leave without pay
 - extended adoption leave:
 - up to 12 months on leave without pay
 - including any short or paid adoption leave

- (d) If you are a permanent or limited duration staff member, you may be granted paid adoption leave if you have completed at least 40 weeks continuous service with a NSW public sector organisation prior to taking custody of the child, at your ordinary rate of pay for:
- fourteen weeks or;
- 28 weeks at half pay, or;
- a combination of the above two.
- (e) You can request the equivalent pay for the period of leave in subclause d) above, as a lump sum that is paid in advance of starting adoption leave.
- (f) Your lump sum payment is made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (g) If you request to be paid for adoption leave as a lump sum and then you request to return to work before the period of leave is completed, you must repay the remainder of the lump sum amount.
- (h) If you receive payment under this clause you are not entitled to any payment under clause 6.8 Parental Leave.
- (i) If your partner is employed in the public sector, adoption leave is only granted to one of you for each adoption.
- (j) RMS shall not fail to re-engage you if you are a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because you are or have been immediately absent on adoption leave. The rights of RMS in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.
- (k) If you commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave you will be paid:
- at the rate you were paid before commencing the initial leave if you have not returned to work; or
- at a rate based on the hours you worked before the initial leave was taken, where you have returned to work and reduced your hours during the 24 month period; or
- at a rate based on the hours you worked prior to the subsequent period of leave where you have not reduced your hours.

6.8 Parental leave

- (a) If you are not entitled to maternity or adoption leave, you may be entitled to unpaid parental leave to enable you, as a parent, to share in the responsibility of caring for your child or children, including if you are a casual employee who has worked for RMS on a regular and systematic basis for at least 12 months.
- (b) If you are employed on a full time or part time basis and you have completed at least 40 weeks continuous service with a NSW public sector, you are entitled to paid parental leave of:
- one week at full ordinary pay; or
- two weeks at half ordinary pay
- the remainder of any requested leave is treated as unpaid leave.
- (c) Unless otherwise agreed, your entitlement to paid parental leave is paid at full ordinary pay for the first five days of approved leave, as set out in subclause b) above.

- (d) You may take approved parental leave as:
- short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of your spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of your child or children
- extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above. (NB. extended parental leave is unpaid.)
- (e) You may commence your extended parental leave at any time within two years from the date of the birth of your child or the date of placement of the adopted child and leave may be taken:
- full-time for a period not exceeding 12 months or;
- part-time over a period not exceeding two years or;
- partly full-time and partly part-time over a proportionate period of up to two years.
- (f) RMS shall not fail to re-engage you if you are a regular casual employee (see section 53(2) if the *Industrial Relations Act 1996*) because you are or have been immediately absent on parental leave. The rights of RMS in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.

6.9 Communication during Maternity, Adoption and Parental Leave

- (a) If you are on maternity, adoption and parental leave and a definite decision has been made to introduce significant change at the work place, RMS shall take reasonable steps to:
- Make information available in relation to any significant effect the change will have on the status or responsibility level of the position you held before commencing maternity, adoption or parental leave; and
- Provide an opportunity for you to discuss any significant effect the change will have on the status or responsibility level of the position you held before commencing maternity, adoption or parental leave.
- (b) You shall take reasonable steps to inform RMS about any significant matter that will affect your decision regarding the duration of maternity, adoption or parental leave to be taken, whether you intend to return to work and whether you intend to request to return to work on a part-time basis.
- (c) You shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with paragraph (a).

6.10 Rights of request during Maternity, Adoption or Parental Leave

- (a) If you are entitled to maternity, adoption or parental leave, you may request that RMS allow you:
- To extend your period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
- To return from a period of maternity, adoption or parental leave on a part-time basis until your child reaches school age;
- To assist you in reconciling your work and parental responsibilities.
- (b) RMS shall consider the request having regard to your circumstances and, provided the request is genuinely based on your parental responsibilities, may only refuse the request on reasonable

grounds related to the effect on the workplace or RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Your request and RMS decision to be in writing

Your request and RMS's decision made under paragraph (a) must be recorded in writing.

Where you wish to make a request under (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which you are due to return to work from maternity, adoption or parental leave.

6.11 Family and community service leave

- (a) You may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause (b). RMS may also grant leave for purposes as outlined in subclause (c). Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

- (b) Such unplanned and emergency situations may include, but not be limited to, the following:

Compassionate grounds, such as the death or illness of a close member of the family or a member of your household;

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

Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens your property and/or prevents you from reporting for duty;

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;

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

- (c) Family and Community Service Leave may also be granted for:

Your absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that you do not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

Your attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if you are selected to represent Australia or the State.

- (d) The maximum amount of family and community service leave payable at ordinary rates that you may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed services	7.6 hrs (1 day)

- (e) If you are a part-time employee, family & community service leave is available to you on a pro-rata basis, based on your number of hours worked.

- (f) If your family & community service leave is exhausted, you may be granted additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (g) For the purposes of this subclause, "family" means your:
- spouse
 - de facto spouse, being a person of the opposite sex who lives in the same house as you as your husband or wife on a bona fide basis, although you are not legally married
 - child or adult child (including an adopted child, step child, foster child or ex-nuptial child)
 - parent (including a foster parent or legal guardian)
 - grandparent or grandchild
 - sibling (including the sibling of a spouse or de facto spouse)
 - same-sex partner who you live with as a de facto partner on a bona fide domestic basis, and
 - relative 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 another; and
 - 'household' means a family group living in the same domestic dwelling.
- (h) Subject to approval, your accrued sick leave may be accessed when your family & community service leave has been exhausted, to allow you to provide short-term care or support for a family member who is ill.
- (i) Access to other forms of leave is available to you for reasons related to family responsibilities or community service, subject to approval. These include:
- Accrued recreation leave
 - Leave without pay
 - Time off in lieu of payment for overtime.
 - Make up time.
- (j) You may elect, with RMS's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (k) You may elect, with the consent of RMS, to take annual leave not exceeding ten single days in single-day periods, or part thereof, in any calendar year at a time or times agreed between yourself and RMS.
- (l) Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (m) If you were appointed to RMS and had immediate previous employment in the NSW Public Sector you may transfer your family and community service leave accruals from your previous employer.

(n) Bereavement entitlements for casual employees:

If you are a casual employee, you are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (e) of this subclause.

If you need to be unavailable to attend work for bereavement reasons, you and RMS shall agree on the period for which you will be entitled to not be available to attend work. In the absence of agreement, you are entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. You are not entitled to any payment for the period you do not attend.

If required by RMS, you must establish, by production of evidence of the need to take leave, such as a death certificate or statutory declaration providing details of the circumstances of death.

RMS shall not fail to re-engage you because you accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage you is otherwise not affected.

(o) Personal carers entitlement for casual employees:

If you are a casual employee, you are entitled to not be available to attend work, or to leave work if you need to care for a person prescribed in paragraph (e) of this subclause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

RMS and you shall agree on the period for which you will be entitled to not be available to attend work. In the absence of agreement, you are entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. You are not entitled to any payment for the period you do not attend.

If required by RMS, you must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

RMS shall not fail to re-engage you because you accessed the entitlements provided for in this subclause. The rights of RMS to engage or not the engage you are otherwise not affected.

6.12 Study Leave

(a) You are entitled to study leave if you are studying a course which:

is appropriate to your present classification

is relevant to RMS, or

provides you with progression or reclassification opportunities.

(b) Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: One half hour for every hour of lectures, up to a maximum of four hours per week, or Twenty days per academic year
Correspondence students	The lesser of: One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or Twenty days per academic year

6.13 Examination and pre-examination leave

To assist you when attempting final examinations in approved courses and to free you from work immediately prior to an examination, you are allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

6.14 Military leave

If you are a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves you are eligible for military leave in accordance with RMS policy as follows:

Naval and Military Reserves up to 24 working days per year.

Air Force Reserves up to 28 working days per year.

6.15 Special leave

You may be granted special leave for certain activities that are not covered by other forms of leave, including:

jury service

as a witness when called or subpoenaed by the Crown

emergency volunteers

declared emergencies

emergency services and bush fire fighting courses

volunteers in policing - education programs

trade union activities and training, including

trade union training (up to 12 days every two years)

attending as a witness for a trade union

assisting counsel or acting as a union advocate

acting as a member of a conciliation committee

loan of your services to a trade union

as a member of a union executive or council

ex-armed services personnel (eg. Medical Review Board, etc.)

National Aborigines' Day

other miscellaneous activities associated with your required involvement:

as a returning officer

with local government - holding official office

with retirement seminars

as a bone marrow donor

with exchange awards- (eg. Rotary or Lions)

at sporting events -(eg. Olympic or Commonwealth Games)

with graduation and other academic ceremonies

with professional or learned society meetings/conferences.

7. Travel/Accommodation

7.1 Fares and travelling

Subclauses 7.1.1 and 7.1.2 do not apply to you if you are:

attached to the Sydney Harbour Bridge maintenance office.

a Traffic Signals Technicians' Assistant.

Subclauses 7.1.1, 7.1.2 and 7.1.3 will not apply if instead of using your own vehicle where you would have received payment for fares and/or travelling RMS provides you with a work vehicle to travel between your place of residence and the job site.

7.1.1 Fares

- (a) This subclause applies where a fare can be established by a recognised public transport route from your residence to your work place or established pick-up point.
- (b) If you travel to and from work by public transport you are paid all fares actually and necessarily incurred in excess of an amount per week or an amount per day, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award. However, if RMS provides camping facilities or equivalent, and you travel to and from your residence each day, the excess fares described above, are not paid.
- (c) If you spend more than 10 minutes travelling each way between the nearest stopping place of any public transport service and your work you are paid for that time at your ordinary pay rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (d) If you elect to travel by your own transport, or because public transport is unavailable/impracticable, RMS pays the fare equivalent of public transport only.
- (e) Fares are only paid if you make a claim within 14 days of the date you incurred the expense.
- (f) If you choose to move your residence and this involves an increased cost to RMS, RMS reserves the right to base your fare payment on the distance travelled from your previous residence.

7.1.2 Travelling Allowance

The following allowance provisions do not apply where payment is made in accordance with clause 7.1.1, Fares.

- (a) If accommodation is not provided, public transport is not available and RMS does not provide transport, you are paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award, for the appropriate distance you must travel, as follows:
- 3, but not more than 10 km
 - More than 10 km but not more than 20 km
 - More than 20 km but not more than 30 km
 - More than 30 km but not more than 40 km
 - More than 40 km but not more than 50 km
 - More than 50 km but not more than 60 km
 - More than 60 km but not more than 70 km
 - More than 70 km but not more than 80 km
 - More than 80 km but not more than 90 km
 - More than 90 km but not more than 100 km
- (b) If you are directed to report to the worksite, amenities are provided in accordance with the WorkCover Code of Practice - Amenities for Construction Work.
- (c) If your work or established reporting place is more than 100 km from your residence, RMS provides accommodation, as per subclause 7.2(b), or suitable transport.
- (d) If RMS provides accommodation and you choose to travel to and from your residence each day, RMS does not pay a travelling allowance in excess of the 100 km rate.
- (e) If you choose to move your place of residence and this involves an increased cost to RMS, RMS reserves the right to base your travel allowance on the distance travelled from your previous residence.

7.1.3 Transport provided by RMS

- (a) Where RMS provides you with a vehicle to travel to a worksite, RMS pays travel time at ordinary rates for the time you spend travelling in excess of:
- 10 minutes each way from an established pick up point or a point no more than 3 km from your residence, or
 - 20 minutes each way when you are provided with accommodation.
- (b) Travelling time will not be more than three hours each day. All time in excess of this is counted as work time and travel time at overtime rates.
- (c) Vehicles will leave promptly at finishing time.
- (d) Travel time is paid at ordinary rates where your worksite has facilities as outlined in the WorkCover Code of Practice - Amenities for Construction Work. If your worksite does not have these facilities, the time you spend travelling is deemed work time or travel time at overtime rates.

- (e) If you are the driver of an RMS vehicle and you transport other staff and materials to and from the worksite, you are paid overtime. If you are not the driver of such vehicles, you are paid travel time at ordinary rates. You are also paid travel time at ordinary rates if you use an RMS vehicle to attend training or other meetings.
- (f) If RMS transfers you from one job to another during working hours, RMS must:
 - pay your time spent travelling as time worked or overtime in accordance with (b) above, plus any additional fares
 - return you to the point from which you were transferred if RMS was unable to notify you the day before.

7.2 Distant work

- (a) If you are a Traffic Signals Technicians' Assistant this subclause does not apply to you because you receive arrangements commensurate with salaried staff when engaged on distant work.
- (b) "Distant work" is employment at a workplace that requires you to live away from your usual residence.
- (c) If you are sent from one place to another, RMS either:
 - (i) Provides you with accommodation and pays for your meals, as follows:
 - At an established RMS camp
 - At a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available
 - If suitable motel accommodation is not available, a single room hotel or private accommodation may be provided
 - If suitable motel, hotel or private accommodation is not available, you may be accommodated in a caravan park
 - If a suitable caravan park is not available, you may be accommodated in a caravan with a toilet, shower and air conditioning or another agreed facility. Caravans must include showers, air-conditioning and a toilet. Or,
 - (ii) Pays you a 'Country Allowance' to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved. The daily rate is stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates (Country Allowance)" in this Award.
- (d) When you are provided with accommodation, you may elect not to have your meals paid for and to receive an amount, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award, for breakfast, lunch, dinner and any incidental expenses incurred.
- (e) If you are provided with accommodation and meals you are entitled to an incidental payment of a set amount for each night spent away from your residence or headquarters, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award.
- (f) Where possible RMS provides you with transport to and from Distant Work at the beginning and end of each work week/period. In this case the time you spend travelling to and from Distant Work is paid as per subclause 7.1.3.

- (g) Where RMS cannot provide you with this transport:
- and you use your own private vehicle you are reimbursed the specified journey at a set rate per kilometre, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award, or
- RMS reimburses you for the cost of fares and return fares, and
- You are paid for the time you spend travelling, as per subclause 7.1.3.
- (h) If you are required to report for duty on Distant Work, RMS will notify you at least two days before it is necessary for you to travel, except in case of emergency or unforeseen circumstances.
- (i) If RMS and the majority of staff engaged on Distant Work agree, your ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days. Refer to clause 4.2 Working Hours.
- (j) Camps and accommodation must fulfil the requirements of the Work Health and Safety Act 2011 and its regulations at all times.

7.3 Amenities

7.3.1 General

- (a) RMS provides amenities for all staff engaged on works in accordance with the Workcover Code of Practice - Amenities for Construction Work.
- (b) If you are a tradesperson, RMS will provide you with a suitable, secure, weatherproof lock-up at the work place for your tools. If a lock-up is not provided and your tools are stolen by reason of RMS's negligence, RMS compensates you for the loss, in accordance with Clause 8.5 - Tools.

7.3.2 Sydney Harbour Bridge maintenance staff

- (a) If you are SHB maintenance worker, RMS provides a "clean/dirty" area for you to store your personal clothing separate from your protective clothing.
- (b) This area must have sufficient washing and showering facilities separated from all dirty sections of the area.
- (c) You are allowed the following breaks:
- Five minutes before lunch to wash and put away personal belongings, or
- Ten minutes before lunch if you have been performing tasks associated with lead paint removal (as outlined in 5.2.3), to shower and put away personal belongings, and
- Ten minutes before finishing time to shower, and
- Enough time before lunch and finishing time to reach an area from your place of work on the bridge.
- (d) You are provided with separate area for the storage of your clothes, tools and food. This area must not contain painting materials.

7.4 Tea breaks and drinking water

- (a) If you are not a SHB maintenance worker, you are entitled to a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

RMS provides:

tea and coffee making facilities

cool drinking water.

- (b) If you are a SHB maintenance worker, you are entitled to a ten minute morning tea break, to be taken alongside your lunch break, and tea break immediately before finishing time.

8. Other Conditions

8.1 First aid

For full details, refer to the Work Health and Safety Regulation 2011.

If RMS appoints you to perform first aid, you are paid an additional daily amount, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

8.2 Union contributions

- (a) The unions shall provide RMS with a schedule setting out its fortnightly membership fees payable by its members in accordance with its rules.
- (b) The unions shall advise RMS of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to RMS at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, if you are a member of the union, RMS shall deduct your union fortnightly membership fees from your pay if you have authorised in writing, RMS to make such deductions
- (d) Monies so deducted from your pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to your union membership account.
- (e) Unless other arrangements are agreed to by RMS and the union, your union membership fees shall be deducted on a fortnightly basis.
- (f) If you have already authorised the deduction of your union membership fees from your pay prior to this clause taking effect, nothing in this clause shall be read as requiring you to make a fresh authorisation in order for such deductions to continue.

8.3 Union representatives

If you are an elected union representative and you have been notified and accepted by RMS as an accredited union representative, you are allowed sufficient time in work hours to interview the supervisors, managers and staff you represent on matters affecting them.

8.4 Certificates and licences

Your weekly pay rate, as stated in Table 1, "Rates of Pay", in Part B, "Monetary Rates" includes 50 cents for your drivers' licence whether or not you are required to drive plant items or motor vehicles. This is effective from your first full pay period commencing on or after 1 July 1997.

8.5 Work apparel

8.5.1 General

- (a) The work apparel issued to you in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- (b) RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five (5) in total, in any combination
Shorts*	
Long pants*	Five (5) in total, in any combination
High-visibility, long sleeve shirt*	
Cotton drill long sleeve shirt*	Two (2)
Windcheater (sloppy joe)	
Jacket (light, heavy or spray)	Two (2)
Long socks	Five (5)
Belt	One (1)
Hat (stockman style)	One (1)
Gear bag	One (1)

* One pair of overalls may be substituted for any pants/shirt combination.

- (c) Your work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- (d) It is a condition of your employment that you wear the work apparel issued to you by RMS while you are on duty.
- (e) If you elect to wear cotton drill shirts, you must wear an approved, high-visibility garment over your shirt when you are working near traffic.
- (f) You are responsible for the cost of cleaning and maintaining your RMS-issued work apparel.
- (g) If you are a casual worker, you are initially issued with two sets of trouser and shirt combinations, plus other essential items (eg. belts, socks). All other items are issued on a "needs" basis (eg. winter jackets).

8.5.2 Protective clothing

RMS must provide you with personal protective clothing and equipment (PPE), as stated in your Safe Working Method Statements (SWMS), to ensure your health and safety in the workplace.

8.6 Tools

8.6.1 Issue

RMS provides you with all necessary special tools required to perform your work.

8.6.2 Insuring tools

- (a) RMS insures your tools against loss or damage by fire while the tools are on RMS premises or worksites.
- (b) RMS reimburses you for loss of tools, as follows:
 - up to a value, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
 - if RMS has requested the tools be stored on the job
 - if they are stolen, by break and enter, outside ordinary working hours.
- (c) RMS may require you to provide a list of all your tools.

8.7 Grievance resolution and dispute settlement

8.7.1 Grievance resolution

- (a) RMS's Grievance Resolution Policy (contained in RMS's Human Resources Manual) provides the opportunity for workplace issues to be raised early and resolved locally in a timely manner.
- (b) A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:
 - (i) Allocation of work or development opportunities
 - (ii) Workplace communication difficulties, or interpersonal disputes;
 - (iii) Changes in work processes/practices.
- (c) The Grievance Resolution Policy and Grievance Resolution Procedure should be utilised when grievances arise..
- (d) Whenever the relevant Policy and Procedures are being followed, normal work will continue.

8.7.2 Dispute settlement

- (a) A dispute is a complaint or difficulty which affects more than one staff member. It may relate to a change in working conditions that is perceived to have a negative implication on staff.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of the following process.
 - (i) If a dispute arises in a work location and that dispute cannot be resolved between staff or their representative and the supervisor, the dispute is referred to RMS Manager, Industrial Relations and Policy, or delegate, who then arranges for the dispute to be discussed with the unions.
 - (ii) If the dispute cannot be resolved at this level, it is referred to RMS senior management.

- (iii) If the dispute cannot be resolved at this level, it is referred to the Industrial Relations Commission of NSW.
- (iv) While this process is continuing, there should be no work stoppages or any other form of work limitation.
- (v) The relevant union reserves the right to vary this procedure where a genuine safety factor is involved, in accordance with subclause 8.7.3.

8.7.3 Disputes relating to WHS issues

- (a) RMS and wages staff are committed to the Work Health and Safety Act 2011 and any other relevant statutory requirements, at all times.
- (b) When an WHS risk is identified or a genuine safety factor is the source of a dispute:
 - (i) You have a duty to notify RMS of the risk through your Occupational Health & Safety Committee, and
 - (ii) To allow RMS a reasonable amount of time to respond.
 - (iii) RMS has a duty to address the issue identified, and
 - (iv) Report on the issue within a reasonable timeframe.
- (c) If you notify WorkCover without allowing RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) RMS respects your right to refuse to continue working due to a genuine safety issue.
- (e) The unions and you acknowledge that the creation of an industrial dispute over an OHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the *Work Health and Safety Act 2011*.

8.8 Anti-discrimination

- (a) It is the intention of all parties bound by this Award (RMS, the union and you) 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) As such, it follows that in fulfilling your obligations under the dispute resolution procedure stated in this Award, all parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because that employee:
 - (i) has made a complaint of unlawful discrimination or harassment, or
 - (ii) may make a complaint of unlawful discrimination or harassment, or
 - (iii) has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be used to:
- (i) promote any conduct or act which is specifically exempted from anti-discrimination legislation
 - (ii) enforce the offering or provision of junior pay rates to people under 21
 - (iii) promote any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (iv) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon all parties by the legislation referred to in this clause.

NOTES

1. RMS and staff may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti-Discrimination Act 1977*, states:

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

9. No. Extra Claims

The parties agree that during the term of this Award there will be no extra claims, claims for improved conditions of employment, or demands made in respect of the staff covered under this Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those staff will be instituted before the Commission or any other arbitral tribunal.

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

10. Area Incidence and Duration

This Award will be known as the Crown Employees (Roads and Maritime Service - Wages Staff) Award.

This Award applies to Wages Staff employed within the classifications set out in Part B, Monetary Rates by the Roads and Maritime Services, Division of the Government Service of New South Wales, under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

This Award shall take effect on and from 4 April 2012, and will remain in force until 30 June 2012 this being the term of the original Award,

PART B

MONETARY RATES

Table 1 - Rates of Pay - Non Trades

Pay point	Positions	2.5% Opve ffpp o/a 1/7/2011/week \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	910.60

2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	935.00
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	959.70
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4 Traffic Emergency Patroller	984.20
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarker Grade 3 Storeperson Grade 2 Rigger Grade 1	1009.00
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2	1033.50
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1058.10
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck)	1082.70
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader	1107.40
10		1132.00
11		1156.50
12	Team Leader Grade 2 Team Leader (Tow Trucks)	1181.20

Rates of Pay - Trades

Pay point	Positions	2.5% Opve ffpp o/a 1/7/2011/week \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	991.40
2	Plasterer Grade 1	1007.90
3	Mechanical Trades Grade 1 Fitter Grade 1	1013.10
4	Painter Grade 2	1016.00
5	Signwriter Grade 1	1020.90
6	Metal Fabricator Grade 1 Plumber Grade 1	1023.30
7	Shipwright Grade 1	1032.20
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1041.00
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1042.10
10	Electrician Grade 1	1064.10
11	Painter Grade 4 Traffic facilities Painter Grade 3	1065.60
12	Mechanical Trades Grade 2 Fitter Grade 2	1067.60
13	Signwriter Grade 2	1071.90
14	Metal Fabricator Grade 2 Plumber Grade 2	1074.50
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1094.20
16	Signwriter Grade 3	1097.50
17	Electrician Grade 2	1117.40
18	Construction Carpenter Grade 3	1120.10
19	Mechanical Trades Grade 3 Fitter Grade 3	1121.20
20	Plumber Grade 3	1125.80
21		1156.50
22	Electrician Grade 3	1170.20
23		1174.50
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Painter (Team Leader) Traffic Facilities Painter (Team Leader)	1181.20
25	Electrician (Team Leader)	1223.40

Rates of Pay - Apprentices

Pay point	Positions	2.5% Opve ffpp o/a 1/7/2011/week \$
Apprentice 1st Year		
1	Painter/Decorator Signwriter	443.90
2	Radio Fitter/Mechanic Electrical Fitter/Mechanic	451.60
3	Bricklayer	457.50
4	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	465.80
5	Carpenter/Joiner Shipwright	485.00
6	Bridge & Wharf Carpenter	494.90
Apprentice 2nd Year		
7	Painter/Decorator Signwriter	575.20
8	Radio Fitter/Mechanic Electrical Fitter/Mechanic	582.80
9	Bricklayer	588.60
10	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	596.90
11	Carpenter/Joiner Shipwright	616.50
12	Bridge & Wharf Carpenter	626.30
Apprentice 3rd Year		
13	Painter/Decorator Signwriter	730.10
14	Radio Fitter/Mechanic Electrical Fitter/Mechanic	737.90
15	Bricklayer	743.30
16	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	751.90

17	Carpenter/Joiner Shipwright	770.90
18	Bridge & Wharf Carpenter Apprentice 4th Year	780.70
19	Painter/Decorator Signwriter	837.50
20	Radio Fitter/Mechanic Electrical Fitter/Mechanic	845.30
21	Bricklayer	850.90
22	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	859.60
23	Carpenter/Joiner	878.70
24	Bridge & Wharf Carpenter	888.10

Table 2 - Other Rates and Allowances

Clause	Description	2.5% Opve ffpp o/a 1/7/2011 \$
5.1.7 (a)	Sydney Harbour Bridge Maintenance Staff Sydney Harbour Bridge Allowance	181.10
5.2.3	Lead Paint Removal Allowance	2.15
5.2.4	Asbestos Materials Tradespersons	0.88
5.2.5(c)	Asbestos Eradication Tradespersons	2.37
5.2.6(a)	Asphalt Plant Repairs Tradespersons	0.88
5.2.7	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment 3.36m wide or 21.34m long or 4.58m high minimum payment	2.2450 8.98 4.1975 16.79
5.4.6 (a) (b)	Meal Allowance First meal Subsequent meal	11.30 9.50
7.1.1 (b)	Fares per week per day	12.00 2.40
7.1.2 (a)	Travelling Allowance 3 10 km 10 20 km 20 30 km 30 40 km 40 50 km 50 60 km 60 70 km 70 80 km 80 90 km 90 100 km	4.20 8.30 12.40 16.50 20.70 24.80 29.00 33.00 37.20 41.30

7.2	Distant Work	
(c) (ii)	Board & lodging	678.30
	Broken parts of week where camp not provided	96.90
(d)	Breakfast	20.65
	Lunch	23.60
	Dinner	40.65
(e)	Incidentals	8.00
(h)	Private Vehicle over 2600 cc	0.300/km
	Private Vehicle 1601 - 2600 cc	0.296/km
	Private Vehicle under 1600 cc	0.252/km
8.1	First Aid	
(b)	First aid Allowance	3.16
8.6.2	Insuring tools	
(b)	Reimbursement for loss	1431.00

APPENDIX A

WORKPLACE REFORM

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process improvement

RMS, unions and wages staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning and feedback

RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:

implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.

The parties are committed to:

ensuring teams and wages staff understand the relationship or interdependence of their role with other teams and wages staff

clearly defining expectations for each team and wages staff member against the agreed goals of RMS and productivity standards ensuring each team and wages staff member clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and wages staff on RMS's work practices, management practices and possible innovations

encouraging teams and wages staff to participate in their work unit's decision making process.

4. Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:

developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS

evaluated and monitored by the SBU.

- (b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all wages staff

provide opportunities for all wages staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet wages staff and customers' needs.

5. Occupational health and safety

- (a) RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all wages staff; and

management and wages staff representatives' participation on occupational health and safety committees.

- (b) RMS encourages wages staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Consultation on excess staff

RMS is committed to managing excess staff through a consultative approach in accordance with its policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process to ensure equitable treatment of excess staff throughout RMS.

Such a process includes appropriate training, career and financial assistance counselling, provision of equipment and participation in RMS's Job Assist Scheme as set out in policy.

The implementation of any clause in this Award is not intended to cause any forced redundancies.

It is not the intention that any clause in this Award prevents RMS managing excess staff in accordance with Government policy and through a consultative process with wages staff and the unions.

7. Contractors' protocol

Where work is to be carried out by contract, including sub-contract, RMS:

abides by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

abides by the terms and conditions of RMS and Combined Unions' Contractors' Protocol Policy being developed by the parties.

ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause A9, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in point 4, Work Environment, of this Appendix, takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Agreed procedures for market testing and contracting out

Where work is presently carried out by RMS wages staff, the parties agree that the Government's policy on Market Testing and Contracting Out is observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of wages staff to perform the work under contractual conditions, takes place between RMS and the unions before initiating any change to operations presently carried out by RMS wages staff.

This is to ensure that all parties are informed of plans and wages staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix C for Principles, Definitions and Consultative Process).

9. Unplanned absenteeism (sick leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by staff.

Wages staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness continue to be entitled, by Chief Executive approval, to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

10. Consultation

The parties agree that in order to maximise the benefits that can be obtained through the enterprise bargaining process there is a need for full and open consultation on all relevant issues affecting wages staff and unions.

The parties are committed to timely and effective consultation which provides RMS wages staff and unions with the opportunity for input into such matters that impact upon them prior to their implementation.

11. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

12. Field Input Data Operation

The parties agree to fully implement the Field Input Data Operation (FIDO) system to improve scheduling and prioritising of maintenance works.

13. Alliance Model/Contracting of Works

The parties agree to fully implement the Alliance Model of work in Road and Fleet Services (RFS), whereby RMS staff work along side private industry parties in order to achieve the outcomes of RFS.

APPENDIX B

DEFINITIONS

Adult apprentice

Means a person who commences their apprenticeship with RMS at age 21 years or older.

RMS

The Roads and Traffic Authority of New South Wales as constituted under Section 46 of the *Transport Administration Act*, 1988.

Staff/Employee

Means a person(s) engaged by RMS, a Division of the Government Service of New South Wales under Chapter 1A of the Public Sector Employment and Management Act 2002 .and whose conditions of employment are bound by this Agreement.

Safe system of work

The Safe System of Work on the Sydney Harbour Bridge is documented in the Memorandum of Agreement between the Labor Council of NSW (Unions NSW), the unions and the Commissioner for Main Roads, dated 28 October 1988, as amended from time to time.

Follow the job loading

Means an allowance paid as compensation for lack of continuity of employment and for the need to change work locations in the construction industry.

Inclement weather

Means wet weather/abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

Industry allowance

Staff working in the open on civil/ mechanical engineering projects and subject to climatic conditions, ie. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.).

Call Out/Call Back

Means a request to return to work to attend to an emergency or breakdown.

RMS Policy

Means policy set out in RMS's Human Resources Manual.

Crib

Means a paid meal break, which is treated as time worked.

Substantive/ordinary rate of pay

Means the rate you are paid on an hourly basis, paid according to your contract hours of work and the weekly wage for your classification.

Non-superable allowance

Means a payment is not taken into consideration when calculating superannuation contribution.

APPENDIX C

MARKET TESTING AND CONTRACTING OUT

Principles, Definitions and Consultative Process**1. Principles****1.1 Selection of an area of work to market test**

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than RMS having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RMS business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

1.2 Conduct of market testing projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
 - track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
 - reports from reference sites
 - past performance in management of sub-contractors
 - fitness and quality of the process proposed by the bidder
 - financial stability of the firm
 - ability to meet statutory requirements, including occupational health and safety requirements, and
 - calibre of the key people involved in delivery of the work.
- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with RMS's clients and staff must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with staff and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support all staff, especially those involved in internal bid processes.

1.3 Management of an area of work after market testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.

- (c) Clear accountabilities must be established and understood by all parties - the team underRMSking the work and the people responsible for managing the performance or the work area on behalf of RMS.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

2. Definitions

Consultation

The process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:

the identification of decision alternatives

the identification of decision criteria; and

the outcome of evaluation of alternatives against the criteria.

In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.

Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.

Market Testing

A rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.

Major Works

Works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within RMS. RMS may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or RMS no longer performs work of that type.

3. Consultative process

Step 1

- (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
- (b) Agreement to proposals sought from Director.
- (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Unions NSW.
- (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
- (e) Responses considered by relevant Director and proposals modified where appropriate.

Step 2

- (a) RMS Executive advised of nominated projects by relevant Director.
- (b) Nominations considered by Board and which project should proceed to market testing determined.
- (c) Relevant unions, SBU and Unions NSW advised of project approvals by Director Corporate Services.

Step 3

- (a) Project initiated by local management.
- (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
- (c) In-house bid team advised of targeted savings / areas for improvement.
- (d) Evaluation committee appointed by relevant Director.
- (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
- (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
- (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
- (h) Relevant probity processes established by local management.
- (i) If determined necessary (ie. to gauge size of market, identify options, etc.) Expression of Interest called.
- (j) Expressions of interest evaluated and short list prepared.
- (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (l) RFP/tender documents modified where appropriate by market testing team.
- (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (n) Evaluation model modified where appropriate by market testing team.
- (o) RFP/tender documents issued.

Step 4

- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
- (b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.

Step 5

- (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
- (b) Approval of evaluation report recommendations sought from RMS Executive by relevant Director.

Step 6

- (a) Relevant unions and bidders advised by Relevant Director of decision of RMS Executive.
- (b) Staff advised and in-house bid team debriefed by local management.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (SAFE STAFFING LEVELS DEPARTMENT
OF ATTORNEY GENERAL AND JUSTICE - CORRECTIVE
SERVICES NSW) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 87 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

1. Area, Incidence and Duration

- (a) This award shall apply to Corrective Services NSW, the PSA and employees covered by the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award.
- (b) 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) take effect on and from 4 April 2012.
- (c) Changes made to this award subsequent to it first being published on 26 February 2010 (369.I.G. 1228) have been incorporated into this award as part of the review.
- (d) This award will remain in force until 23 November 2012, this being the term of the original award..

2. Definitions

"CSNSW" shall mean Corrective Services NSW, a division within the Department of Attorney General and Justice.

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

3. Safe Staffing Levels

- (a) Each correctional centre operated by CSNSW shall have a management plan identifying safe procedures for the operation of the centre.
- (b) Each such management plan shall include:
 - (i) the staff establishment, maximum inmate number and classification;
 - (ii) the inmate number and classification by wing/unit/pod (and any other operational area) and the post structure for that wing/unit/pod (and any other operational area).
- (c) Variations to 3(b)(ii) above are subject to local consultation if temporary.
- (d) Permanent variations to management plans shall be the subject of consultation as required by Schedule A of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award ("the Agreed Procedures").

- (e) Any dispute arising out of consultation concerning temporary or permanent variations to management plans shall be resolved under the Agreed Procedures.
- (f) The parties acknowledge that there is no intention to staff wings/units/pods that are empty.

4. Anti-Discrimination

See clause 27 of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award.

5. Grievance and Disputes Settling Procedure

In the event that any dispute or grievance arises in relation to any matter in this Award, the CSNSW, the PSA and employees shall comply with the procedures in Schedule A Agreed Procedures for Settlement of Grievances and Disputes of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SKILLED TRADES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 79 of 2012)

Before The Honourable Mr Justice Staff

11 April 2012

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours - Day Workers
3.	Rates of Pay
4.	Allowances
5.	Tool Allowance
6.	Leading Hands
7.	Mixed Functions
8.	Excess Fares and Travelling Time
9.	Overtime
10.	Shift Work
11.	Holidays and Sunday Work
12.	Payment of Wages
13.	Contract of Employment
13A	School Based Apprentices
14.	Distant Work
15.	Chokages
16.	Special Conditions
17.	Hygiene and Safety First-Aid Outfit
18.	Conveniences
19.	Piecework
20.	Damage to Clothing or Tools
21.	Sharpening Tools
22.	Special Tools and Clothing
23.	Insurance of Tools
24.	Exhibition of Award
25.	Anti-Discrimination
26.	Carer's Leave
27.	Union Delegates
28.	Dispute Resolution
29.	Transport of Employee's Tools
30.	Picnic Day
31.	General Leave Conditions and Accident Pay
32.	Deduction of Union Membership Fees
33.	Occupational Health and Safety for Employees of Labour Hire Employers
34.	Area, Incidence and Duration

PART B**RATES AND ALLOWANCES**

Table 1 - Rates of Pay

Table 2 - Tool Allowances

Table 3 - Allowances

PART A

This award shall be known as the Crown Employees (Skilled Trades) Award.

1. Definitions

- 1.1 For the purpose of this award, the definitions of the various classes specified in clause 3, Rates of Pay, of this award, shall be those which are contained in the respective State Craft Awards in relation to similar classes.
- 1.2 "Plant Mechanic" shall mean a Worker engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earthmoving or similar operation.
- 1.3 Mechanical Tradesperson - Special Class means a Mechanical Tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles. They must be able in the course of such work to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson must have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems to enable the carrying out of such work with minimum supervision and technical guidance; and

Additionally they must have satisfactorily completed a prescribed post-trades course or reached a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

- 1.4 Electronic Tradesperson - for the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.
- 1.4.1 "Electronic Tradesperson" means an electrical tradesperson who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronic Tradesperson, the employee must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronic tradesperson, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition;

- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2. Hours - Day Workers

- 2.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day as to the usual rostered day off (RDO).

The agreement regarding the substituted day shall be made at least seven(7) clear days prior to the date of the RDO.

Where an employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

Provisions of subclause 2.5 shall not apply where 7 days clear notice is given in accordance with subclause 2.1 of this clause.

No later than the 1st December each year the employer organisation and the Labor Council of N.S.W. Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in Clause 11, Holidays and Sunday Work, of the award.

- 2.2 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 2.3 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 2.4 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 2.5 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 9 of this award, if required by the employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 2.6 A paid rest period of ten minutes shall be provided between 9a.m. and 11a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.
- 2.7 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

3. Rates of Pay

An employee of a classification specified in Part B, Table 1 - Rates of Pay shall be paid the weekly rate of pay assigned to that classification as shown in Table 1.

4. Allowances

- 4.1 In addition to the wages and tool allowances prescribed in Part B, Table 1 and Item 1 of Table 2 of this Award, the following special rates and allowances as set out in Part B, Table 3 - Allowances shall be paid to employees.
- 4.2 Carpenter Diver: The hourly rate of pay for a Carpenter Diver shall be calculated by adding the allowance rate specified in Item 3 of Part B, Table 3 to the weekly rate for a bridge and wharf carpenter and dividing the result by 31.
- 4.3 The following provisions shall apply when a bridge and wharf carpenter is called upon to work as a diver.
- (a) In the period before the lunch break, payment shall be at the carpenter-diver rate for all time worked, with a minimum payment of three hours.
 - (b) After the lunch break, payment at carpenter-diver rate is for time worked or for three hours, whichever is the greater.
 - (c) Where the employee undertakes work as a carpenter-diver both before and after the daily meal break on the same day, payment for the whole day of six hours twelve minutes shall be at the carpenter-diver rate.
 - (d) For any other work on a day during a period when not paid as a carpenter diver they shall receive the rates for a bridge and wharf carpenter.
 - (e) A carpenter-diver required on any day or shift to work at depths of twelve metres or over shall be paid a minimum of six hours twelve minutes at the Carpenter Divers' rate for such day or shift.
- 4.4 Electricians - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Item 3 of Part B, Table 3.
- 4.5 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the allowance rate specified in Item 4 of Part B, Table 3.
- 4.6 Plumber and Drainer - The ordinary rate of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Part B, Table 1 the allowance rate specified in Item 5 of Part B, Table 3:
- 4.6.1 When required to act on their Plumber's licence;
 - 4.6.2 When required to act on their Gasfitter's licence;
 - 4.6.3 When required to act on their Drainer's licence;
 - 4.6.4 When required to act on their Plumber's and Gasfitter's licence;
 - 4.6.5 When required to act on their Plumber's and Drainer's licence;
 - 4.6.6 When required to act on their Gasfitter's and Drainer's licence;
 - 4.6.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.

- 4.7 Electric Welding - An additional allowance as specified in Item 6 of Part B, Table 3 shall be paid to employees holding a Department of Industrial Relations oxy-acetylene or electric welding certificate and who operate at the skill levels required for the certificate. The allowance will be paid in addition to the rates for a journeyman/plumber contained in the award for work necessitating the holding of a certificate, supervision by a certificate holder or while supervising such work.
- 4.8 Boot or Shoe Repairer - A boot or shoe repairer who for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes shall be paid the allowance rate specified in Item 7 of Part B Table 3.
- 4.9 Shipwright-Boat builder - The ordinary rate of wages for Liner Off, Lofts person and Model Maker shall be calculated by adding to the rate prescribed in Clause 3, Rates of Pay, the allowance rate specified in Item 8 of Part B, Table 3.
- 4.10 Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by the other employees shall be paid the allowance rate specified in Item 9 of Part B, Table 3.
- 4.11 Joiners, Department of Public Works: A Joiner employed by the Department of Public Works shall be paid the allowance rate specified in Item 10 of Part B, Table 3. This rate is fixed for all purposes of the award.

The provisions of this subclause shall only apply to a joiner when required to work at their regular place of employment.

Where a joiner works away from their regular place of employment, a deduction specified in Item 10 of Part B, Table 3 shall be made from the allowance rate so specified for each day so worked.

- 4.12 Registration Allowance - 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 allowance rate specified in Item 11 of Part B, Table 3. This allowance shall be paid for all purposes of the award with the exception of Clause 9, Overtime, and Clause 10, Shift Work of this award. In this case it shall be paid as a flat rate for all hours worked.
- 4.13 Marking Off/Setting Out - A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid the allowance rate specified in Item 12 of Part B, Table 3.
- 4.14 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 13 of Part B, Table 3. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.15 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 14 of Part B, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.16 Dirty Work -
- 4.16.1 Work which is considered by both a supervisor and worker to be 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 paid for by the allowance rate specified in Item 15 of Part B, Table 3.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, their industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the

employer, their industrial officer, manager or engineer, it shall have the right to bring such case before the Industrial Commission of New South Wales.

4.16.2 In addition to the minimum rates of pay specified by this award, a bridge and wharf carpenter shall receive an allowance as specified in Item 15 of Part B, Table 3 when working in the following circumstances:

- (a) when using creosote, tar, bitumen, wood preservative or any other material or liquid that is damaging to clothes or unduly objectionable to the employee or damaging to their tools; and
- (b) when working with materials which have been treated with any of the said substances in such a way as to pollute the clothes or the person of the employee or damage their tools.

4.16.3 Oil or other suitable solvents shall be provided by the employer free of charge to bridge and wharf carpenters to remove tar, bitumen, creosote or similar preparations from their persons.

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 15 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

4.16.5 In the event of any dispute arising as to whether any work is of a character entitling a bridge and wharf carpenter to a special payment in terms of subparagraphs 4.16.2 and 4.16.4 of this clause, the matter may be referred to the Industrial Relations Commission of New South Wales. A decision in respect of any claim shall be made by the employer or their engineer within forty-eight hours of the claim being made.

4.16.6 A Shipwright Boat builder who is:

- (a) stripping, caulking, tarring and sheathing on old work below the waterline;
- (b) doing work in connection with coal bunkers and holds in which coal has been carried and dirty steering gear;
- (c) doing work in connection with wooden ceilings in hatches, sheathing in holds, replacing timber on ceilings and sheathing in connection therewith (old work only);
- (d) doing work where laykold, risqué steel, never reust, adfast, wetted lead, on azote or any similar materials are used by shipwrights;
- (e) doing work with a portable sanding machine when an adequate dust catcher is not fitted to such machine;
- (f) doing work in places where bulk sugar, scrap iron, hides and cement have been carried;
- (g) doing work which is rendered unusually dirty by the presence of coal (other than Indian and South African);

shall receive a special hourly rate as set out at Item 15 of Table 3 whilst so employed in addition to the minimum rates of pay provided by this award.

4.17 Height Money:- Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 16 of Part B, Table 3. Height shall be calculated from

where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, 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 *Occupational Health & Safety Act 2000*.

- 4.18 Hot Places:- Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 17 of Part B, Table 3. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Part B, Table 3.

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 work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.19 Insulation Material:- An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 18 of Part B, Table 3. This rate shall also apply to employees working in such close proximity so as to be affected by the insulating material.

- 4.20 Smoke-boxes, etc:- Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an additional hourly allowance. 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 entitled to an allowance. The rates for both allowances are specified in Item 19 of Part B, Table 3.

- 4.21 Wet Places:-

4.21.1

- (a) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 20 of Part B, Table 3. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
- (b) Where a plumber is required to work in the rain he shall be paid the allowance rate specified in Item 20 of Part B, Table 3 for time so worked.

4.21.2 An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 20 of Part B, Table 3.

4.21.3 An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 20 of Part B, Table 3. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

- 4.22 Acid furnaces, Stills, etc:

4.22.1 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 the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

4.22.2 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 the allowance rate specified

in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes.

- 4.23 Towers Allowance:- An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 22 of Part B, Table 3, for all work above fifteen metres.
- 4.24 Depth Money:- An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 23 of Part B, Table 3.
- 4.25 Swing Scaffolds:- The allowance rates specified in Item 24 of Part B, Table 3, for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 4.25.1 Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 24 of Part B, Table 3.
- 4.26 Spray Application:- A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid the allowance rate specified in Item 25 of Part B, Table 3.
- 4.27 An allowance shall be paid as specified in Item 26 of Part B, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the employee concerned for use during such work. Gloves and boots remain the property of the employer.
- 4.28 Working Second hand Timber:- If, while working with second hand timber, a Bridge and Wharf Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber, he/she shall be entitled to the allowance rate specified in Item 27 of Part B, Table 3 for each day upon which his/her tools are so damaged. Payment of the allowance is contingent upon the damage being reported immediately to the employer's representative on the job in order that the claim can be proved.
- 4.29 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 the allowance rate specified in Item 28 of Part B, Table 3.
- 4.30 Electric Welding - Plumbers:- A plumber engaged on electric welding applicable to plumbing shall be paid the allowance rate specified in Item 29 of Part B, Table 3 for the time so worked.
- 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.
- 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.
- 4.31 Explosive Powered Tools -
- 4.31.1 Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 30 of Part B, Table 3.

4.31.2 If bridge and wharf carpenters are required to use power driven tools they shall be paid the allowance rate specified in Item 30 of Part B.

4.32 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Department of Industrial Relations and undertakes work that requires a person to have such a certificate, shall be paid the allowance rate specified in Item 31 of Part B, Table 3.

4.33 Corrective Establishments - An employee of the Department of Public Works & Services who is required to work in the maximum security sections of the following Corrective establishments - Cessnock, Goulburn, Lithgow, Mulawa, Parklea, Special Purpose Centre, Metropolitan Remand & Reception Centre, Metropolitan Special Programs Centre, Metropolitan Medical Transient Centre/Long Bay Hospital, Endeavour House and Minda Patterson House) and Bathurst shall be paid the hourly allowance rate specified in Item 32 of Part B, Table 3.

4.33.1 Mental Institutions - Employees of the Department of Public Works working in mental institutions shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this award. This payment is not applicable to overtime or other penalty rates:

Payment under this subclause shall not be made in respect of work done in such areas as may be agreed upon between the respective unions and the Public Employment Office.

4.33.2 Geriatric Hospitals - Employees working or required to work in the following geriatric hospitals: namely, Allandale, Garrawarra and Strickland, shall be paid an allowance as set out in Item 32 of Part B, Table 3. Those working or required to work at Lidcombe Hospital shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this Award. This payment is not applicable to overtime or other penalty rates:

4.33.3

- (a) A Plumber who shall be required to work in hot and/or cold water tanks for the purpose of the control of Legionella Pneumophilia shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health. They will be paid the allowance rate specified in Item 32 of Part B, Table 3 per hour or part thereof while undertaking such work.

The allowance prescribed by this subclause shall be in lieu of the special rates prescribed in subclauses 4.14 Cold Places, 4.15 Confined Spaces, 4.18 Hot Places and 4.21 Wet Places of this clause.

- (b) An employee who is required to assist a plumber in the performance of work described in (a) above shall not be entitled to the allowance as so prescribed but shall be entitled to any other special rates prescribed under Clause 4, Allowances if applicable.

4.34 Distant Places -

4.34.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra
(ii) State Highway No. 11 from Gilgandra to Tamworth
(iii) Trunk Road No. 63 to Yetman and State Highway No. to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering
- (iii) from Blowering southwest to Welaregang and on the Murray River
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3 extra per day or part thereof.

4.34.4 Bridge and Road Construction:- Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of

- (i) Queensland border on the north
- (ii) State Highway No. 9 from Tenterfield to Bendemeer on the west
- (iii) State Highway No. 11 from Bendemeer to Port Macquarie on the south
- (iv) the coastline from Port Macquarie to Tweed Heads on the east.

shall be paid the allowance rate specified in Item 34 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 35 of Part B, Table 3 per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.3 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. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.5 For the purpose of this clause, all materials 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.

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 37 of Part B, Table 3 in relation to the weight of the blocks.

- (a) Where the block weighs over 5.5 kg and under 9 kg.
- (b) Where the block weighs 9 kg or over and up to 18 kg.
- (c) Where the block weighs over 18 kg.

4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.

4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 38 of Part B, Table 3.

4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 39 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.

4.40 Asbestos - Employees required to work with 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. Where it is mandatory to wear protective equipment the employees shall be paid the allowance rate specified in Item 40 of Part B, Table 3 whilst engaged on such work.

4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 42 of Part B, Table 3 each day on which he uses such a tool.

4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 43 of Part B, Table 3 per hour or part thereof while so engaged.

4.43 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the *Occupational Health and Safety Act 2000* concerning construction work involving asbestos and asbestos cement.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 44 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4 Allowances, with the exception of subclauses 4.14 cold places; 4.18 hot places; 4.25 swing scaffold; 4.26 spray application and 4.28 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.

4.44 Animal Houses -

An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 45 of Part B Table 3 whilst so employed.

4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an hourly allowance as set out in Item 46 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

5. Tool Allowance

In addition to the rate of pay as prescribed in Part B, Table 1 - Rate of Pay an employee of a classification specified in Item 1 of Part B, Table 2 clause 6 Tool Allowances shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

6. Leading Hands

Leading hands shall be shall be paid allowances prescribed in Part B Table 3 - Allowances as follows:

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 47 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 48 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 49 of Part B, Table 3.

7. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an employee is required to act as 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.

8. Excess Fares and Travelling Time

- 8.1 An allowance specified in Item 50 of Part B, Table 3 shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
 - 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 51 of Part B, Table 3 shall be paid.
 - 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
 - 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 52 of Part B, Table 3 clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
 - 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 53 of Part B, Table 3 shall be paid.
 - 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.

The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.

- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees will be entitled to an allowance as set out in Item 50 of Part B Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item Part B Table 3.

If the employee receives approval from their employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their employer for a regular allowance.

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 29 June 2001 (325 I.G. 808), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Land and Water Conservation. Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award.

9. Overtime

- 9.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 2 for any one day, including accrued time. The rates of pay shall be time and a 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 9.2 of this clause, in computing overtime each day's work shall stand alone.

- 9.2 Rest Period after Overtime: Following completion of overtime, an employee shall either;
- (a) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
 - (b) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
 - (c) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:-
 - 9.2.1 for the purpose of changing shift rosters; or
 - 9.2.2 where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - 9.2.3 where a shift is worked by arrangement between the employees themselves.

- 9.3 Call Back:

- 9.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances

arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 9.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 54 of Part B, Table 3 for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

9.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 2.2 of clause 2, Hours - Day Workers, of this Award.

9.5 Standing By:

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call back,

9.6 Meal Hours - General:

Except as provided in subclause 9.7 of this clause, work done during meal hours 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 six hours without a break for a meal.

9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

9.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 9.6 of this clause.

9.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 55 of Part B, Table 3. After the completion of each four hours on continuous overtime the employee shall be paid the allowance rate specified in Item 54 of Part B, Table 3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

9.9 Transport of Employees:

An employer shall provide transport for an employee who finishes overtime work or a shift not part of their regular roster, at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).

9.10 Compulsory Overtime:

An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's health and safety,
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

9.11 Cribs:

9.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two 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. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 2, Hours, Day Workers and Clause 10, Shift Work, of this award.

9.11.2 Where 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 without loss of pay.

9.12 Limitation of Overtime:

No employee, including a night shift worker, shall work for more than 16 hours' overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

9.13 Availability Allowance - Roads and Maritime Services (RMS)

9.13.1 Notwithstanding the provisions of subclause 9.5 of this clause, an electrical tradesperson employed by the RMS who is rostered to be available in connection with emergency repairs to toll collection equipment shall be paid a daily availability allowance of three hours at ordinary rates of pay for each week night (Monday to Friday) (excluding public holidays) the employee is available between normal ceasing time and commencing time on each day.

9.13.2 An employee rostered to be available in connection with emergency repairs to toll collection equipment on a Saturday, Sunday and Public Holidays from 6.00 am Saturday to 6.00 am Sunday and 6.00 am Sunday to 6.00 am Monday and the same hours on a Public Holiday shall be paid 7.6 hours pay at ordinary rates for each twenty-four hours he is actually available.

9.13.3 The allowance set out in subclauses 9.13.1 and 9.13.2 of this subclause, shall be in compensation for the employee being available for the periods between normal ceasing time and normal commencing time during week days and for being available for twenty-four hours on each Saturday, Sunday or Public Holidays, to answer emergency calls from the toll collection centres.

9.13.4 Any overtime worked on a call-out during the time covered by the rostered period shall be paid for in accordance with subclause 9.3 of this clause.

10. Shift Work

PART A

OTHER THAN CONSTRUCTION WORK

(a) Definitions

10.1 For the purpose of this clause

10.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

10.1.2 "Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

10.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

10.1.4 "Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

(b) Hours - General

10.2 Employees on shift work shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

10.3 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 11, Holidays and Sunday Work, of this award shall be regarded as shifts worked for accrual purposes.

10.4 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.

10.5 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

10.6 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in Clause 2 Hours - Day Workers, of this award shall apply.

Hours

(a) Continuous Work Shifts And

(b) Other Than Continuous Work Shifts

Hours - Continuous Work Shifts

10.7 This subclause shall apply to shift workers on continuous work as hereinbefore defined.

10.7.1 The ordinary hours of such shift workers shall not exceed -

- (a) eight in any one day; nor
- (b) forty-eight in any one week; nor
- (c) eighty-eight in fourteen consecutive days; nor
- (d) one hundred and fifty two in twenty-eight consecutive days.

10.7.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

a shift shall consist of not more than eight hours, inclusive of crib time;

Hours - Other than Continuous Work

10.8 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed -

10.8.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

10.8.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

10.8.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

10.8.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

10.8.5 Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

10.8.6 Afternoon or Night Shift Allowances

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 shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who -

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per centum more than their ordinary rate for all time worked ordinary working hours on such night shifts.

10.8.7 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 rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 10.8.6 of this clause.

10.8.8 Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

10.8.9 Sundays and Holidays

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Work, of this award. 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. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

- 10.8.10 Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

PART B

CONSTRUCTION WORK

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:
- (a) whenever it maybe found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction
 - (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9. Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

11. Holidays and Sunday Work

- 11.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 11.2 Except as provided in subclause 10.8.9, Sundays and Holidays of Part A - Other than Construction Work, of Clause 10, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until he is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until he is relieved from duty.
- 11.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 11.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 11.5 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, they shall not be entitled to payment for such holiday.
- Where public holidays fall on successive days an employee shall be entitled to payment for the holiday closest to the said day if they have worked on either the day preceding or the day after such holiday but not on both. No payment shall be made if the employee has ceased work without permission on either of the said days.
- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of Clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.

- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

12. Payment of Wages

- 12.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 12.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 12.3 The employer shall not keep more than 3 days pay in hand.
- 12.4 Upon termination of the employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed, as provided for in Clause 13, Contract of Employment of this award, the employer shall make payment according to the usual method, within 48 hours of dismissal.

13. Contract of Employment

13.1 Weekly Employment

Except as hereinafter provided, employment shall be by the week.

- 13.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases wages shall be paid only up to the time of dismissal.
- 13.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 13.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with subclause 13.2, must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be able to be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment, and shall not be entitled to payment for work done within the period of notice.

- 13.4 An employee (other than an employee who has given or received notice in accordance with subclause 13.2, of this clause) not attending for duty shall, except as provided by clause 11, Holidays and Sunday Work, of this award, shall receive no payment for the actual time of such non-attendance.
- 13.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 13.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

13A. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

14. Distant Work

14.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.

14.3 Return fares and travelling time need not be paid to an employee who:

- (a) leaves their employment of their own free will; or
- (b) is discharged for misconduct

before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 56 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 57 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 57 of Part B, Table 3.

14.5.2 The foregoing allowances may be increased if an employee can satisfy an employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution procedures contained in clause 28 of the reviewed award should be utilised. This does not preclude the matter being referred to the Industrial Relations Commission of New South Wales.

14.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

14.6 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 14.5.1, 14.5.2 and 14.5.3 of this clause shall not apply to the following:

Employees of the Roads and Maritime Services; Department of Trade & Investment, Regional Infrastructure & Services or NSW State Forests in respect of the following work:

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 58 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

14.7 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 60 of Part B Table 3 on each occasion they return home provided they:

- (i) work as required during the ordinary working hours, and
- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 14.6 of this clause, for the day or days on which they are absent.

14.7.1 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 57 of Part B, Table 3 in lieu of board and lodging being provided by the employer.

14.7.2 An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

14.8 The provisions of this clause shall apply wherever the employee is engaged.

14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.

14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of Clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

15. Chokages

15.1 If an employee is employed upon any chokage and is required to;

- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
- (ii) or a scupper containing sewerage
- (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 61 of Part B, Table 3 per day or part of a day thereof.

15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 62 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

16. Special Conditions

- 16.1 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 16.2 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, acids or acid fumes. At all times the Occupational Health & Safety Act 2000 and Occupational Health & Safety Regulation 2001, shall be complied with.
- 16.3 Employees 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. These are to be periodically disinfected in accordance with the requirements of the NSW Department of Health for disinfecting clothing while in use and before being issued to another person.
- 16.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of section 6 and Schedule 1 of the *Occupational Health and Safety Act 2000* and Occupational Health and Safety Regulation 2001.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 63 of Table 3.

18. Conveniences

- 18.1 The employer shall provide at the place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.

The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience: The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 18.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 18.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 18.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 18.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible to employees.
- 18.6 The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

19. Piecework

- 19.1 Piecework is prohibited.
- 19.2 No employee shall execute any work for profit or reward except at the rates and under the conditions prescribed by this award.

20. Damage to Clothing Or Tools

An employee whose clothing or tools are spoiled by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

21. Sharpening Tools

- 21.1 The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters and/or bridge and wharf carpenters.
- 21.2 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.
- 21.3 Saw sharpening and tool grinding may be done by the employee during the progress of work.
- 21.4 Where the provisions of subclauses 21.1 and 21.2 of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- 21.5 Bridge and Wharf Carpenters and/or Shipwright Boat Builder shall be supplied with saw files.

22. Special Tools and Clothing

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
- 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.
- 22.1.2 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, hammers (except claw

hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.

22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances.

The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.

22.1.4 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.

22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.

22.1.6 Sign writers to be supplied with all brushes.

22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.

22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of Clause 4, Allowances, of this award.

22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.

22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.

22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.

22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:

22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.

22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 64 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 65 of Table 2 of Part B of this award.

A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 64 rate.

The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.

22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

ANNEXURE

Authority Form

, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause 22.6.2 of clause 22, Special Tools and Clothing of this award.

Should the full cost of the boots (\$) not be met by accumulation of credit (at the rate of \$ per week)

from I authorize deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$.

Signed:

Date:

23. Insurance of Tools

- 23.1 The employer shall insure and keep insured against loss or damage by fire whilst on the employer's premises such tools of the employee as are used by the employee in the course of their employment.
- 23.2 An employee shall be entitled to be reimbursed by their employer for loss of tools up to a value as set out in Item 65 of Table 2, when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the employer's direction on the job.
- 23.3 The employee shall, if requested so to do, furnish the employer with a list of their tools so used.

24. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

25. Anti-Discrimination

- 25.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 25.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 25.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

- (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.

25.5 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.

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

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

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

26. Carer's Leave

26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the officer; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to 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) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
- (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
- (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

26.2 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined as above.

- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's 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, sick leave accrued 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) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 26.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

26.3 Time Off in Lieu of Payment for Overtime

26.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

26.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

26.3.4 Where no election is made in accordance with the said paragraph 3.1, the employee shall be paid overtime rates in accordance with the award.

26.4 Make-up Time

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

27. Union Delegates

An employee appointed shop steward in the shop or department in which they are employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

28. Dispute Resolution

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

28.1 Procedure relating to a grievance of an individual employee:

28.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

28.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

28.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.

28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.

28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

28.2 Procedure for a dispute between an employer and the employees:

28.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

28.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Transport of Employee's Tools

When an employee on construction or maintenance work is required to transfer from one job to another, an employer shall provide transport for the employee's tools to the nearest public conveyance. On termination of employment, 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.

30. Picnic Day

30.1 The first Monday in December of each year shall be the Union Picnic Day.

30.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such 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. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.

30.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the

employer requests production of the ticket butt, payment need not be made unless the evidence is produced.

- 30.4 Where an employer holds a regular picnic for their employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 30.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 30.6 In Departments to which the Public Sector Employment and Management Act 2002 applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

31. General Leave Conditions and Accident Pay

- 31.1 General leave conditions and accident pay of employees engaged by Government bodies under the provisions of the *Public Sector Employment and Management Act 2002* shall be bound by the Public Sector Employment and Management (General) Regulation 2009. For employees employed under the provisions of the *Technical and Further Education Commission Act 1990*, general leave conditions and accident pay will be regulated by the TAFE Commission policies on these issues.
- 31.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Government Uniform Leave Conditions.
- 31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.
- (a) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (C) 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.
- (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) Employee's request and the employer's decision to be in writing.
- The employee's request and the employer's decision made under paragraph 31.3 (a)(i) and 31.3 (a)(ii) above, must be recorded in writing.
- (iv) Request to return to work part-time
- Where an employee wishes to make a request under 31.3 (a)(i)(C) above, 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.

- (b) Communication during parental leave
 - (i) 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 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.
 - (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 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.
 - (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 paragraph 31.3 (b)(i).

32. Deduction of Union Membership Fees

- 32.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 32.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 32.3 Subject to 32.1 and 32.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 32.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

33. Occupational Health and Safety for Employees of Labour Hire Employers

- (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 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*.
- (iv) Disputes Regarding the Application of this Clause

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

- (v) 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.

34. Area, Incidence and Duration

- 34.1 This award shall apply to all employees of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Maritime Services and Government organisations to which the Public Sector Employment and Management Act 2002 applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Maritime Services, and Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.
- 34.2 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 (345 I.G. 359) take effect from 11 April 2012.
- 34.3 Changes made to this award subsequent to it first being published on 12 October 2007 (363 I.G. 1291) have been incorporated into this award as part of the review.

PART B**RATES AND ALLOWANCES****Table 1 - Rates Of Pay**

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at	
	1.7.10 \$	1.7.11 \$
Bespoke Bootmaker	793.00	812.80
Blacksmith	867.40	889.10
Body Maker, First Class	858.40	879.90
Boilermaker and/or Structural Steel Tradesperson	858.40	879.90
Boot or Shoe Repairer	778.30	797.80
Bricklayer	858.40	879.90
Bridge and Wharf Carpenter	858.40	879.90
Cabinet Maker	891.20	913.50
Carpenter and/or Joiner	858.40	879.90
Coach and/or Spray Painter	858.40	879.90
Drainer	867.40	889.10
Electrical Fitter	915.70	938.60
Electrical Instrument Fitter	958.90	982.90
Electrical Mechanic	915.70	938.60
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	976.40	1,000.80
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	932.60	955.90
Electronics Tradesperson	1052.00	1,078.30
Farrier	867.40	889.10
Fitter	858.40	879.90
Forger and/or Faggoter	858.40	879.90
French Polisher	891.20	913.50
Machinist, A Grade (Woodworking)	858.40	879.90
Machinist, First Class (Metal Trades)	874.10	896.00
Marker-off	867.40	889.10
Mechanical Tradesperson - Special Class (as defined)	906.60	929.30
Motor Mechanic	858.40	879.90
Painter	858.40	879.90
Panel Beater	858.40	879.90
Patternmaker	884.50	906.60
Plant Electrician	966.50	990.70
Plant Mechanic	858.40	879.90
Plasterer	858.40	879.90
Plumber and/or Gasfitter	867.40	889.10
Radio Mechanic or Fitter	915.70	938.60
Refrigeration and/or Air Conditioning	915.70	938.60
Saw Doctor	915.70	938.60
Sawyer, No. 1 Benchperson	874.10	896.00
Scalemaker and/or Adjuster	858.40	879.90
Scientific Instrument Maker	884.50	906.60
Sewing Machine Mechanic	858.40	879.90
Sheetmetal Worker, First Class	858.40	879.90
Shipwright and/or Boatbuilder	858.40	879.90

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at	
	1.7.10 \$	1.7.11 \$
Signwriter	884.50	906.60
Slater and Tiler	858.40	879.90
Stonemason	858.40	879.90
Stonemason-Carver	915.70	938.60
Tilelayer	858.40	879.90
Toolmaker	884.50	906.60
Toolsmith	867.40	889.10
Trimmer (Motor)	858.40	879.90
Turner	858.40	879.90
Watchmaker	843.10	864.20
Welder, Special Class	867.40	889.10
Welder, First Class	858.40	879.90

Application to employees of New South Wales TAFE Commission

Clause 7 - Rates of Pay Classification	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
Carpenter/Joiner	925.50	948.60
Electrical Fitter	987.30	1,012.00
Electrical Mechanic	987.30	1,012.00
Fitter	925.50	948.60
Machinist, A Grade (Woodworking)	925.50	948.60
Mechanical Tradesperson - Special Class	977.10	1,001.50
Motor Mechanic	925.50	948.60
Painter	925.50	948.60
Plumber	934.60	958.00
Saw Doctor	987.30	1,012.00
Turner	925.50	948.60

WAGES FOR APPRENTICES

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
1st year	371.10	380.40
2nd year	488.50	500.70
3rd year	625.60	641.20
4th year	721.70	739.70

Wages for apprentices employed by Department of Education and Communities

Four Year Term	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
1st year	400.30	410.30
2nd year	526.60	539.80
3rd year	674.50	691.40
4th year	778.30	797.80

Wages for apprentices employed by New South Wales TAFE Commission

Four Year Term	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
1st year	400.30	410.30
2nd year	526.60	539.80
3rd year	674.50	691.40
4th year	778.30	797.80

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.00. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Table 2 - Tool Allowances

An employee under this award of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

Clause No.		As from fpp 1/7/11 \$
5	Tool Allowances	
	Blacksmith	28.10
	Bodymaker, First Class	28.10
	Boilermaker and/or Structural Steel	28.10
	Bricklayer	20.00
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	28.10
	Cabinet Maker	11.30

	Carpenter	28.10
	Drainer	28.10
	Farrier	28.10
	Fitter	28.10
	Forger and/or Faggoter	28.10
	Machinist, First Class (Metal Trades)	28.10
	Machinist (Metal Trades) Special Class	28.10
	Marker Off	28.10
	Motor Mechanic	28.10
	Painter	6.80
	Panel Beater	28.10
	Patternmaker	28.10
	Plant Mechanic	28.10
	Plasterer	28.10
	Plumber	28.10
	Plumber and Gasfitter	28.10
	Plumber, Gasfitter and Drainer	28.10
	Sewing Machine Mechanic	28.10
	Sheetmetal Worker, First Class	28.10
	Shipwright/Boatbuilder	28.10
	Signwriter	6.80
	Slater and Tiler	14.70
	Stonemason	28.10
	Stonemason-Carver	28.10
	Tilelayer	20.00
	Toolmaker	28.10
	Toolsmith	28.10
	Trimmer (Motor)	28.10
	Turner	28.10
	Vehicle Builder	28.10
	Watchmaker	9.30
	Welder, Special Class	28.10
	Welder, First Class	28.10

Tool Allowances - Electrical			
Clause No.	Brief Description	As at 1.7.10 \$	As at 1.7.11 \$
5	Electrical Fitter	16.87	17.29
	Electrical Fitter/Mechanic	16.87	17.29
	Electrical Instrument Fitter	16.87	17.29
	Electrical Mechanic	16.87	17.29
	Electrician in charge of plant having a capacity of less than 75 kilowatts	16.87	17.29
	Electronic Tradesperson	16.87	17.29
	Electrical Instrument Fitter	16.87	17.29
	Plant Electrician	16.87	17.29
	Radio Mechanic and Fitter	16.87	17.29
	Refrigeration and/or Air Conditioning Mechanic	16.87	17.29

Table 3 - Allowances

Clause No.	Brief Description	As at 1.7.10 \$	As at 1.7.11 \$
4.2	Carpenter Diver (p.w)	250.50	256.80
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	41.60 22.40	42.60 23.00
4.5	Lead Burner (p.h.)	0.87	0.89
4.6	Plumber and Drainer when required to act on plumbers licence (p.h.) gasfitters licence (p.h.) drainers licence (p.h.) plumbers and gasfitters licence (p.h.) plumbers and drainers licence (p.h.) gasfitters and drainers licence (p.h.) plumbers, gasfitters and drainers licence (p.h)	1.08 1.08 0.90 1.45 1.45 1.45 2.00	1.11 1.11 0.92 1.49 1.49 1.49 2.05
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.62	0.64
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	22.50	23.06
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.16	1.19
4.10	Computing quantities (p.d.)	4.90	5.02
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	38.80 7.80	39.80 8.00
4.12	Registration allowance (p.h.)	0.84	0.86
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.02	1.05
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.66 0.79	0.68 0.81
4.15	Confined spaces (p.h.)	0.85	0.87
4.16	Dirty work (p.h.)	0.66	0.68
	For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.) is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.66 0.66	0.68 0.68
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.66	0.68
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.66 0.16	0.68 0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.66 0.85	0.68 0.87

4.19	Handling insulation material (p.h.)	0.85	0.87
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.)	0.44	0.45
	repairs to and while inside oil fired boilers (p.h.)	1.66	1.70
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.66	0.68
	when required to work in the rain (p.h.)	0.66	0.68
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	2.56	2.62
	called upon to work knee-deep in mud or water (p.d.)	5.29	5.42
4.22	Construction or repairs to acid furnaces, still, towers and all other acid resisting brickwork (p.h.)	3.43	3.52
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	3.43	3.52
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.)	0.66	0.68
	for each additional 15 metres (p.h.)	0.66	0.68
4.24	Depth exceeding 3 metres (p.h.)	0.66	0.68
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.)	4.94	5.06
	for each hour thereafter (p.h.)	1.01	1.04
	Solid plasterers when working off a swing scaffold (p.h.)	0.16	0.16
4.26	Spray application (p.h.)	0.64	0.66
4.27	Soil pipes (p.h.)	0.85	0.87
4.28	Working on second-hand timber (p.d.)	2.65	2.72
4.29	Roof work:		
	work in excess of 12 metres from the nearest floor level (p.h.)	0.85	0.87
	minimum payment (p.h.)	0.85	0.87
4.30	Electric welding (p.h.)	0.24	0.25
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.)	1.62	1.66
	bridge and wharf carpenter when required to use these tools (p.d.)	1.62	1.66
4.32	Scaffolding rigging (p.h.)	0.66	0.68
4.33	Corrective establishments (p.h.)	1.68	1.72
	Mental institutions (p.h.)	1.29	1.32
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.49	0.50
	Geriatric hospitals:- Lidcombe Hospital (p.h)	0.44	0.45
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	3.13	3.21

4.34	Distant places: in districts as set out in subclause 5.3 (p.d.) in western division of the state (p.d.) within the area as set out in subclause 5.36.3 (p.d.) Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.29 2.12 2.12 1.21	1.32 2.17 2.17 1.24
4.36	Morgues (p.h.)	0.79	0.81
4.37	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.)	0.85 0.58	0.87 0.59
	Working in close proximity to employees so engaged (p.h.)	0.66	0.68
4.38	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.) 9 kg or over and up to 18 kg (p.h.) over 18 kg (p.h.)	0.66 1.18 1.87	0.68 1.21 1.92
4.39	Bagging bricks or concrete structures (p.h.)	0.61	0.63
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.61	0.63
4.41	Materials containing asbestos (p.h.)	0.85	0.87
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	3.64	3.73
4.43	Operation of brick cutting machine (p.h.)	0.85	0.87
4.44	Asbestos eradication (p.h.)	2.25	2.31
4.45	Employee required to work in an Animal House (p.h.)	0.42	0.43
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.66	0.68
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	42.60	43.67
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	54.60	55.97
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	71.40	73.19
15.1	Chokages pipe or pump (p.d.)	7.83	8.03
15.2	Fouled equipment (p.d.)	7.83	8.03
17.3	First Aid qualifications (p.d.)	2.94	3.01

Application to employees of Department of Education and Communities

Clause No	Brief Description	As at 1.7.10 \$	As at 1.7.11 \$
5	Tool Allowances - Electrical		
	Radio Mechanic and Fitter	18.40	18.90

Application to employees of New South Wales TAFE Commission

Clause No.	Brief Description	Amount 1.7.10 \$	Amount 1.7.11 \$
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.)	44.80	45.90
4.6	Plumber and Drainer when required to act on: plumbers, gasfitters and drainers licence (p.h.)	2.16	2.21
4.12	Registration allowance (p.h.)	0.88	0.90
4.15	Confined spaces (p.h.)	0.90	0.92
4.16	Dirty work (p.h.)	0.73	0.75
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.)	0.73	0.75
4.19	Handling insulation material (p.h.)	0.90	0.92
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.73	0.75
	where required to work in the rain (p.h.)	0.73	0.75
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	2.83	2.90
	called upon to work knee-deep in mud or water (p.d.)	5.71	5.85
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.)	0.73	0.75
	for each additional 15 metres (ph)	0.73	0.75
4.27	Soil pipes (p.h.)	0.91	0.92
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.)	0.90	0.92
4.39	Application of epoxy based Materials or materials of a like Nature (p.h.)	0.90	0.92
	Application of such material in Buildings which are normally Air conditioned (p.h.)	0.61	0.63
	Working in close proximity to Employees so engaged (p.h.)	0.73	0.75
4.43	Materials containing asbestos (p.h.)	0.90	0.92
5	Tool Allowances - Electrical		
	Electrical Fitter	18.40	18.90
	Electrical Fitter/Mechanic	18.40	18.90
	Plant Electrician	18.40	18.90
	Radio Mechanic and Fitter	18.40	18.90
	Refrigeration and/or Air Conditioning Mechanic	18.40	18.90
6.1	Employee appointed to be in charge of up to and including five Employees (p.w.)	46.10	47.30

6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	59.00	60.50
6.3	Employee appointed to be in charge Of more than ten employees (p.w.)	76.80	78.70
15.1	Chokages pipe or pump (p.d.)	8.50	8.71
17.3	First Aid qualifications (p.d.)	3.13	3.21

Clause No.	Brief Description	As at 1/7/11
8.1	Excess fares and travelling time to and from place of work	21.80 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	8.80 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	18.30 p.d. 21.20 p.d.
8.2.1	If employer provides or offers to provide transport free of charge	
	- to first year apprentices - to all other apprentices	7.30 p.d. 8.70 p.d.
9.3.3	Meal allowance:	
	- after working in excess of four hours - for each subsequent meal	13.40 11.50
9.8	Tea Money:	
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	13.40
	- after each four hours on continuous overtime, for each meal	11.70
14.4	Expenses of reaching home and of transporting tools from distant work	21.00
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	447.10 p.w. 64.00 p.d.
14.6	Camping allowance	26.40 p.d.
14.7	Returning home for the weekend from distant work	36.20
22.6.2	Supply of boots	33.80
	Accrual of credit	3.90 p.w.
23.2	Reimbursement for loss of tools	1,628.00

C.G. STAFF J

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CROWN EMPLOYEES (STOREMEN, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 80 of 2012)

Before The Honourable Mr Justice Staff

11 April 2012

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Wages
3.	No Extra Claims
4.	Payment of Wages
5.	Deduction and Remittance of Union Membership Fees
6.	Hours
7.	Overtime - General
8.	Meal Hours
9.	Working During Meal Hours
10.	Dispute Settlement Procedures
11.	Anti-Discrimination
12.	Family & Community Service Leave, Personal Carer's Leave
13.	Redundancy
14.	General Conditions
15.	Area, Incidence and Duration

Appendix I - Minimum Award Wage Rates

Appendix II - Allowances and Special Rates

1. Title

This Award shall be known as The Crown Employees (Storemen &c.) Award.

2. Wages

- (i) A staff member shall not be paid less than the minimum Award wage rate as set out in Appendix I - Minimum Award Wage Rates, for the pay level assigned to their classification.
- (ii) A staff member of a classification specified herein shall be paid the margin and the special loading hereinafter assigned to that classification. The special loading specified shall be part of the ordinary rate for all purposes of the Award.
- (iii) Charge Hands in charge of one to five staff members shall receive an amount as set out in Item 1 of Appendix II, in addition to the Minimum Rates of Pay in Appendix I.
- (iv) Charge Hands in charge of six to ten staff members shall receive an amount as set out in Item 2 of Appendix II in addition to the Minimum Rates of Pay as detailed in Appendix I.
- (v) Charge Hand in charge of over ten staff members shall receive an amount as set out in Item 3 of Appendix II, in addition to the Minimum Rates of Pay as detailed in Appendix I.

- (vi) Single Staff Member - Where a storeman is in charge of a bulk store, i.e., where there is no other person located in the same of adjoining premises to whom such storeman is responsible then such storeman shall be paid a margin of not less than Item 4 in Appendix 2 in addition to their ordinary rate of pay.
- (vii)
- (a) A storeman and/or packer who, in the course of their employment operates a forklift, shall in addition to the rates otherwise payable in accordance with this Award, be paid an amount as set out in Item 5 of Appendix II per hour extra whilst so employed.
- (b) A storeman and/or packer who, in the course of their employment operates a mobile crane, shall in addition to the rates otherwise payable in accordance with this Award, be paid an amount as set out in Item 6 of Appendix II per hour extra whilst so employed: Provided that in respect of any hour or part thereof in which both of the additional payments prescribed in paragraphs (a) and (b) of this subclause become payable, the amount payable in respect of that hour shall not exceed the amount set out in Item 7 of Appendix II of this Award.
- (viii) Casual hands - casual staff members shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight, plus 15 per cent calculated to the nearest half cent with a minimum payment on any day of four (4) hours.

Note: The New South Wales Annual Holidays Act 1944 provides that casual staff members under this Award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave).

- (ix) Juniors - the minimum rates of pay to be paid to juniors shall be the following percentages of the appropriate rate of pay prescribed for ""storemen and/or packer" as set out in Appendix I". Such percentages shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result, not exceeding half of 5 cents shall be disregarded.

Percentage of Minimum Award Wage Rates -
Storeman and/or Packer (Appendix I)

At 17 years of age & under	55
At 18 years of age & under	67.5
At 19 years of age & under	80
At 20 years of age	92.5

Over 21 years of age the minimum wage for the class in which he/she is working; provided that where a staff member under 21 years of age is called upon to stack goods weighing 31.75 kg or over more than three feet high or to lift or carry without assistance goods weighing over 45.36 kg he/she shall be entitled to the minimum wage prescribed for storemen.

- (x) All references to the masculine gender also include the feminine gender.
- (xi) The rates of pay in this Award include the adjustments payable under the State Wage Cases of 2010. These adjustments may be offset against:
- (a) any equivalent overaward payments; and/or
- (b) Award wage increases since 29 May 1991, other than Safety Net, State Wage Case and minimum rates adjustments.

3. No Extra Claims

It is a term of this Award (arising from the Industrial Commission in Court session in the State Wage Case of 4th October 1989) that the union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, Award or over Award, except where consistent with those principles.

4. Payment of Wages

Wages are to be paid into a bank or other account, except in isolated areas where payment will be made by cheque.

5. Deduction of Union Membership Fees

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

6. Hours

- (i) The ordinary working hours, exclusive of meal times, shall average thirty-eight per week, to be worked between 7.00 am and 5.15 pm, Monday to Friday, inclusive, as provided for in sub-clause (ii) of this clause. Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days' notice to be staff members concerned or by mutual agreement between the employer and such staff members. Where the majority of the staff members and the employer so agree, the starting time may be varied to an earlier time.
- (ii) The ordinary hours shall be worked as a 19-day, four-week cycle with the 20th day (either Monday or a Friday to be negotiated) being a day off fixed for all staff members with flexibility to provide for special circumstances that may arise, in which case the rostered day off may be altered to meet the situation provided that the day off so altered shall be, where possible, a Monday or Friday as may be agreed upon between the employer and the staff member concerned.
- (iii) No staff member shall be eligible for sick leave when on rostered leave arising from the 38 hour week, 19 day month.

7. Overtime - General

- (i) A staff member may be directed by the Department Head 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:
 - (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 overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- (e) any other relevant matter.

8. Meal Hours

- (i) No less than thirty minutes nor more than one hour shall be allowed for meal breaks. The meal break shall be taken no later than to finish at 2.00 pm, provided that no staff member shall be required to work for more than five hours without a break for a meal.
- (ii) Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes, nor more than 1 hour shall be allowed for tea and shall be taken within 1 hour of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break:

Provided that any employer and their staff members may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.

9. Working During Meal Hours

Staff members called upon to work during meal hours shall be paid double rates:

Provided that in cases of emergency where it is necessary to work up to 15 minutes after the usual ceasing time for lunch this clause shall not apply, and in such cases the staff member shall be allowed a period for lunch equivalent to their normal meal period.

10. Dispute Settlement Procedures

- (i) Where a dispute arises in a particular section which cannot be resolved between the staff member or their representative and supervising staff, it shall be referred to the Departmental Industrial Officer or other staff member nominated by the employer who will arrange for the matter to be discussed with the union or unions concerned.
- (ii) Failing settlement of the issue at this level the matter should be referred to senior management and, if appropriate, the assistance of a staff member of the Public Employment Office.
- (iii) If the matter remains unresolved it should be referred to the Industrial Relations Commission of New South Wales.
- (iv) Whilst the procedures are continuing, no stoppage of work or any form of limitation of work shall be applied.
- (v) The union reserves the right to vary this procedure where it is considered a safety factor is involved.

11. Anti-Discrimination

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

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize a staff member because the staff member 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.

Notes:

- (a) Employers and staff members 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."

12. Family & Community Service Leave, Personal Carer's Leave

- (i) The definition of "family" and "relative" for the purpose of this clause is the person who needs the staff member's care and support and is referred to as the "person concerned" and is:
 - (a) a spouse of the staff member, or
 - (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to 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) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or spouse or 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
 - (e) a relative of the staff member who is a member of the same household, where for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

(ii) Family & Community Services Leave

- (a) The Chief Executive Officer may grant family and community service leave to a staff member;
 - (1) for reasons related to the family responsibilities of the staff member, or
 - (2) for reasons related to the performance of community service by the staff member, or
 - (3) in a case of pressing necessity.

Family and Community Services Leave replaces Short leave.

- (b) The maximum amount of family and community services leave on full pay that may be granted to a staff member is:
 - (1) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (2) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the staff member, whichever is the greater period.
- (c) Family and Community Service Leave is available to part-time staff members on a pro rata basis, based on the number of hours worked.
- (d) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in Clause 9(i).

(iii) Use of Sick Leave to care for a sick dependant - general:

When family and community service leave, as outlined in 9(b) is exhausted, the sick leave provisions under clause 9(iv) may be used by a staff member to care for a sick dependant.

(iv) Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (1) the staff member being responsible for the care and support of the person concerned, and
 - (2) the person concerned being as defined in clause 9(i).
- (b) A staff member with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's 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, sick leave accrued from the previous 3 years may also be accessed by a staff member with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in Clause 12(iv)(c).
- (e) If required, a medical certificate or statutory declaration must be made by the staff member to establish the illness of the person concerned and that the illness is such to require care by another person.

- (f) The staff member is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the staff member shall give the chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the staff member. They must also give reasons for taking such leave and the estimated length of absence. If the staff member is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the staff member must not take leave under this subclause where another person has taken leave to care for the same person.

13. Redundancy

Refer to the NSW Premier's Department Managing Excess Employees Policy.

14. General Conditions

- (i) Except as otherwise prescribed or as hereinafter otherwise provided the provisions of the Storemen and Packers General (State) Award shall apply to staff members covered by this Award.
- (ii) General leave conditions and accident pay of staff members engaged permanently or temporarily in terms of the Public Sector Employment and Management Act 2002 shall be bound by the Public Sector Management (General) Regulation 1996.

15. Area, Incidence and Duration

- (i) This Award shall apply to all staff members of the classes specified in Appendix I - Minimum Award Wage Rates of this Award, employed in departments to which the *Public Sector Employment and Management Act 2002* applies.
- (ii) 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). take effect on and from 11 April 2012.
- (iii) Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 230) have been incorporated into this award as part of the review.

APPENDIX I

MINIMUM AWARD WAGE RATES

Classification	Minimum Award Wage Rates (Per Week)	Minimum Award Wage Rates (Per Week)
	SWC 2009 (2.8%) \$	SWC 2010 (4.25%) \$
Storeman and/or Packer	640.00	667.20
Assembler	641.70	669.00
Forklift Driver	646.20	673.70
Leading Hand	642.30	669.60
Charge Hand	644.70	672.10

APPENDIX II**ALLOWANCES AND SPECIAL RATES**

Item No.	Subject	Amount SWC 2009 (2.8%) \$	Amount SWC 2010 (4.25%) \$
1.	Charge Hands (1-5 employees)	19.00	19.80
2.	Charge Hands (6-10 employees)	28.50	29.70
3.	Charge Hands (over 10 employees)	39.40	41.10
4.	Single Employee	15.00	15.60
5.	Forklift Driver	0.76 cents per hour	0.79 cents per hour
6.	Mobile Crane	0.89 cents per hour	0.93 cents per hour
7.	Mobile Crane	0.89 cents per hour	0.93 cents per hour

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRADES ASSISTANTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 81 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

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

Clause No.	Subject Matter
1.	Hours - Day Workers
2.	Wages
3.	Mixed Functions
4.	Special Rates
5.	Overtime
6.	Shiftwork
7.	Holidays and Sunday Work
8.	Payment of Wages
9.	Contract of Employment
10.	Distant Work
11.	Special Conditions
12.	Hygiene and Safety First-Aid Outfit
13.	Conveniences
14.	Damage to Clothing or Tools
15.	Special Clothing
16.	Excess Fares and Travelling Time
17.	Expense Related Allowances
18.	Exhibition of Award
19.	Dispute Resolution Procedures
20.	Family and Community Service/Personal Carer's Leave
20A.	Leave for Matters Arising from Domestic Violence
21.	Parental Leave
21A.	Lactation Breaks
22.	Anti-Discrimination
23.	Picnic Day
24.	General Leave Conditions and Accident Pay
25.	Union Delegate
26.	Deduction of Union Membership Fees
27.	Secure Employment
28.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A

1. Hours - Day Workers

- 1.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle.
- 1.2 The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 a.m. and 6.00 p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.
- 1.3 By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day off.
- 1.4 In the case of Tool Storepersons who are directly associated with class work in the various Technical and Further Education (TAFE) Institutes, the rostered day off shall accumulate and be taken concurrently with recreation leave at a time mutually convenient to the Institute and employee concerned.
- 1.5 Where the fourth Monday or agreed rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 1.6 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 1.7 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 1.8 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 5, Overtime, if required by the employer to work on an accrued rostered day off. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 1.9 Where an employee works on their rostered day off in accordance with subclause 1.8, the employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.
- 1.10 A paid rest period of ten minutes shall be provided between 9 a.m. and 11 a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

2. Wages

The ordinary rates of pay for employees under this award shall be as set out in Table 1 of Part B of this award. These rates will be adjusted in accordance with variations of the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award.

3. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift. If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked.

4. Special Rates

In addition to the wages prescribed in clause 2 Wages, the following special rates and allowances shall be paid to employees, and will be adjusted in accordance with variations of the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award:

- 4.1 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 1 of Part B, Table 2. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 2 of Part B, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.3 Dirty Work - Work which is considered by both a supervisor and worker to be 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 paid for by the allowance rate specified in Item 3 of Part B, Table 2.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, industrial officer, manager, superintendent or engineer, it shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

- 4.4 Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 4 of Part B, Table 2. 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, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, 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 Division 6. Working at Heights of the Occupational Health and Safety Regulation 2001.
- 4.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 5 of Part B, Table 2. In places where the temperature exceeds 54 degrees Celsius, such employees shall be paid the allowance rate specified in Item 5 of Part B, 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 work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.6 Insulation Material - An employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, shall be paid the allowance rate specified in Item 6 of Part B, Table 2. If the insulating material is silicate, they shall be paid an extra hourly amount also set out in Item 6. This additional allowance shall apply whether the employee is actually handling such material or not, if the insulating material includes

- granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.
- 4.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Part B, Table 2.
- 4.8 Wet Places -
- (i) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 8 of Part B, Table 2. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
 - (ii) An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 9 of Part B, Table 2.
 - (iii) An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 10 of Part B, Table 2. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- 4.9 Acid Furnaces, Stills, etc - 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 the allowance rate specified in Item 11 of Part B, Table 2.
- 4.10 Towers Allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rate specified in Item 12 of Part B, Table 2, for all work above fifteen metres.
- 4.11 Depth Money - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 13 of Part B, Table 2.
- 4.12 Swing Scaffolds - The allowance rate specified in Item 14 of Part B, Table 2, for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 14 of Part B, Table 2.
- An employee shall not be required to raise or lower a swing scaffold by themselves.
- 4.13 Septic Tanks - If an employee is required to work in a septic tank in operation he/she shall be paid an additional amount set out in Item 15 of Part B, Table 2 per day or part of a day.
- 4.14 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.

- 4.15 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.
- 4.16 Explosive Powered Tools -Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 16 of Part B, Table 2.
- 4.17 Distant Places -
- (i) All employees working in districts west and north of and excluding:
- (a) State Highway No. 17 from Tocumwal to Gilgandra;
- (b) State Highway No. 11 from Gilgandra to Tamworth;
- (c) Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.
- shall be paid the allowance rate specified in Item 17 of Part B, Table 2.
- (ii) All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 17 of Part B, Table 2.
- (iii) All employees working within the area bounded by and inclusive of:
- (a) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale;
- (b) on the Snowy Mountain Highway at Adaminaby to Blowering;
- (c) from Blowering southwest to Welaregang and on the Murray River;
- (d) in a south-easterly direction along the New South Wales border to the point of commencement.
- shall be paid the allowance rate specified in Item 17 of Part B, Table 2 extra per day or part thereof.
- 4.18 Applying Obnoxious Substances -
- (i) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (ii) In addition, employees applying such material in buildings, which are normally air-conditioned, shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (iii) 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. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.
- (iv) Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (v) For the purpose of this clause, all materials 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.
- 4.19 Foundry Allowance - Employees, whilst employed in a foundry, shall be paid an allowance as set in item 19 of Part B, Table 2 for each hour worked to compensate for all disagreeable features associated

with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed shall be in lieu of any payment otherwise due under this clause.

4.20 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health and Safety Regulation 2001.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 20 of Part B, Table 2. This is in lieu of special rates as prescribed in Clause 4 Special Rates, with the exception of subclauses 4.1 cold places; 4.5 hot places; 4.12 swinging scaffolds.

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.

5. Overtime

5.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in Clause 1, Hours - Day Workers, for any one day, including accrued time. The rates of pay shall be time and a 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 5.2 of this clause, in computing overtime each day's work shall stand alone.

5.2 Rest Period after Overtime: Following completion of overtime, an employee shall either:

- (i) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
- (ii) If required to resume or continue working without having had a break of 10 consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
- (iii) In the case of shift workers, the provisions of this subclause shall apply 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 such shift worker; or
 - (c) where a shift is worked by arrangement between the employees themselves.

5.3. Call Back -

- (i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the

employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours; or
 - (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 5.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.
- (iii) If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 21 of Part B, Table 2 and allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

5.4 Saturday Work - Five Day Week -

A day worker on a five-day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 1.10 of Clause 1, Hours - Day Workers.

5.5 Standing By -

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time they are advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back.

5.6 Meal Hours - General -

Except as provided in subclause 5.7, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates shall be paid for work done during meal hours and thereafter until a meal break is allowed. An employee shall not be compelled to work for more than six hours without a break for a meal.

5.7 Meal Hours - Maintenance Employees, Concrete Pours, etc -

- (i) Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 5.6.
- (ii) Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

5.8 Tea Money -

Tea Money - An employee required to work overtime shall be paid the amount set out in item 21 of Part B, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in item 21 of Part B, Table 2 for Meal Allowance Each Subsequent Meal shall be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

5.9 Transport of Employees -

An employer shall provide transport for an employee where he/she finishes overtime work or a shift not part of their regular roster at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work.

5.10 Compulsory Overtime -

- (i) An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to employee's health and safety,
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - (e) any other relevant matter.

5.11 Cribs -

- (i) An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two 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. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 1, Hours, Day Workers and Clause 6, Shiftwork.
- (ii) Where 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 without loss of pay.

5.12 Limitation of Overtime -

No employee, including a night shift worker, shall work for more than 16 hours overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

6. Shift Work

6.1 Definitions - For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"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.

6.2 Hours - General -

- (i) Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for every 20-shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.
- (ii) Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7, Holidays and Sunday Work, shall be regarded as shifts worked for accrual purposes.
- (iii) Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.
- (iv) The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.
- (v) Where an employer, for emergency reasons requires an employee to work on their rostered day off, the terms and conditions prescribed in subclauses 1.8 and 1.9 of Clause 1 Hours - Day Workers, shall apply.

6.3 Hours - Continuous Work Shifts - This subclause shall apply to shift workers on continuous work -

- (i) The ordinary hours of such shift workers shall not exceed -
 - (a) eight in any one day; nor
 - (b) forty-eight in any one week; nor
 - (c) eighty-eight in fourteen consecutive days; nor
 - (d) one hundred and fifty two in twenty-eight consecutive days.
- (ii) Subject to the following conditions such shift workers shall work at such times as the employer may require:
 - (a) a shift shall consist of not more than eight hours, inclusive of crib time;
 - (b) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours;
 - (c) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

6.4 Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work. The ordinary hours of such shift workers shall not exceed -

- (i) forty in any week to be worked in five shifts of eight hours Monday to Friday, inclusive; or
- (ii) eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

- (iii) one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

- 6.5 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 6.6 The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

- 6.7 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts shall be paid 15 per cent 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 shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who:

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per cent more than their ordinary rate for all time worked as ordinary working hours on such night shifts.

Notwithstanding anything elsewhere contained in this subclause, employees of the Department of Education and Training who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week shall be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the employee shall be paid 20 per cent more than the ordinary rates for such shift.

- 6.8 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 rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 6.7 of this clause.
- 6.9 Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.
- 6.10 Sundays and Holidays -
 - (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one-half.

- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 7, Holidays and Sunday Work. 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. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of a shift falls on a holiday, that shift shall be regarded as the holiday shift.

7. Holidays and Sunday Work

- 7.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 7.2 Except as provided in subclause 6.10 Sundays and Holidays of Clause 6, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until relieved from duty.
- 7.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 7.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 7.5 Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee who works on either the day preceding or succeeding the holiday, but not on both, shall be entitled to payment for the holiday closest to the said day. No payment shall be made if the employee has ceased work without permission on either of the said days.

- 7.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 7.7 The provisions of subclause 1.10 of clause 1, Hours - Day Workers, of this award, shall apply to employees working on Sundays and Holidays.

8. Payment of Wages

- 8.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 8.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 8.3 The employer shall not keep more than 3 days pay in hand.
- 8.4 Upon termination of employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed as provided for in Clause 9, Contract of

Employment, the employer shall provide all monetary entitlements within 48 hours according to the usual method of payment.

9. Contract of Employment

- 9.1 Weekly Employment - Except as otherwise provided, employment shall be by the week.
- 9.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases the wages shall be paid up to the time of dismissal only.
Where an employee has given or been given notice, employment is continued until the date of the expiration of such notice, except by agreement between the parties.
- An employee who has given or been given notice in line with this subclause must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment, and shall not be entitled to payment for work done within the period of notice.
- 9.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the employer cannot reasonably be held responsible for. This is not including time lost for wet weather.
- 9.4 An employee (other than an employee who has given or received notice in accordance with subclause 9.2) not attending for duty shall, except as provided by clause 7, Holidays and Sunday Work, receive no payment for the actual time of such non-attendance.
- 9.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 9.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

10. Distant Work

- 10.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.
- This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.
- 10.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.
- 10.3 Return fares and travelling time need not be paid to an employee who:
- (i) leaves their employment of their own free will; or

- (ii) is discharged for misconduct

before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

- 10.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 22 of Part B, Table 2.
- 10.5 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 23 of Part B, Table 2. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 23 of Part B, Table 2.
- 10.6 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.
- 10.7 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 10.5 and 10.6 of this clause shall not apply.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative, provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 24 of Part B, Table 2 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

- 10.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 25 of Part B, Table 2 on each occasion they return home - provided they:
- (i) work as required during the ordinary working hours, and

- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 10.7, for the day or days on which they are absent.

- 10.9 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 23 of Part B, Table 2 in lieu of board and lodging being provided by the employer.
- 10.10 An employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.
- 10.11 The provisions of this clause shall apply wherever the employee is engaged.
- 10.12 An employee on distant work may return home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid any fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.
- 10.13 The employer shall obtain and the applicant shall provide the employer with a statement in writing of their usual place of residence.
- 10.14 The employee shall inform the employer in writing, of any subsequent change in their usual place of residence.

11. Special Conditions

- 11.1 Employees engaged installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 11.2 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, acids or acid fumes. At all times the Occupational Health and Safety Regulation 2001, shall be complied with.
- 11.3 Employees working in battery room or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the Department of Health for disinfecting clothing, while in use and before being issued to another person.
- 11.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- 11.5 X-ray - an employee working in an infectious area of a hospital or home 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 in such hospital or home, whichever is the sooner.

12. Hygiene and Safety First-Aid Outfit

- 12.1 The employer shall provide and maintain at the place of work an efficient first-aid kit and appliances in line with the provisions of the Occupational Health and Safety Act 2000 and Occupational Health and Safety Regulation 2001.

- 12.2 In the event of any accident happening to any employee whilst at work or going to or from work where the employee is so seriously injured that they cannot travel by their own means, the employer shall provide transport facilities free of charge to the nearest hospital or doctor.
- 12.3 At a place of work where fifty or more persons are employed, the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she shall be paid an additional rate as set in Item 26 of Table 2, Part B.

13. Conveniences

- 13.1 The employer shall provide on each place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:
- (i) they shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.
 - (ii) the walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.
 - (iii) each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.
 - (iv) a fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience.

The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 13.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 13.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 13.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 13.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible for employees.
- 13.6 The employer shall provide for employees an adequate supply of cool, clean drinking water.

14. Damage to Clothing Or Tools

An employee whose clothing is spoiled by acids or sulphur or other deleterious substance, due to the circumstances of their employment shall be recompensed by the employer to the extent of their loss.

15. Special Clothing

- 15.1 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.7 Smoke-boxes, etc., of clause 4 Special Rates.

- 15.2 If, in the course of employment, an employee is required to use muriatic acid they shall be provided with protective clothing.
- 15.3 The employer shall supply to employees rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 15.4 When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the New South Wales Department of Health.

16. Excess Fares and Travelling Time

- 16.1 An employee who is required by their employer to work at a job away from their accustomed workshop or depot shall report for work at that job at their usual starting time. For each day spent on such work, employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.
- 16.2 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. The maximum travelling time to be paid for shall be twelve hours out of every twenty-four.

17. Expense Related Allowances

The Expense Related Allowances set out in Table 2, of Part B of this Award (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the Crown Employees (Skilled Trades) Award or any replacement award.

18. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

19. Dispute Resolution Procedures

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

- 19.1 Procedure relating to a grievance of an individual employee:
- (i) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer to discuss the grievance and state the remedy sought.
 - (ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
 - (vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

19.2 Procedure for a dispute between an employer and the employees:

- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (ii) Reasonable time limits must be allowed for discussion at each level of authority.

19.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

19.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

19.5 Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales by any of the parties.

20. Family and Community Service/Personal Carer's Leave

20.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and 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 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) parent (including a foster parent or 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 purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

20.2 Family and Community Service Leave

- (i) The employer may grant family and community service leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity

Family and Community Service Leave replaces Short leave.

- (ii) The maximum amount of family and community service leave on full pay that may be granted to an employee is:

- (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (iii) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (iv) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in subclause 20.1.

20.3 Use of sick leave to care for a sick dependant - general -

When family and community service leave, as outlined in subclause 20.2 is exhausted, the sick leave provisions under subclause 20.4 may be used by an employee to care for a sick dependant.

20.4 Use of sick leave to care for a sick dependant - entitlement -

- (i) The entitlement to use sick leave in accordance with this clause is subject to:
 - (a) the employee being responsible for the care and support of the person concerned, and
 - (b) the person concerned being as defined in subclause 20.1.
- (ii) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's 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, sick leave accrued 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) In special circumstances, the employer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 20.4(iii).
- (v) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (vi) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (vii) Wherever practicable, the employee shall give the employer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the employer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (viii) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

20.5 For Department of Education and Training employees assigned to work at TAFE premises, the provisions of TAFE Determination No. 1 of 1997 - Family and Community Service Leave,

Personal/Carer's Leave and Flexible Use of Other Service Entitlements - Non-Teaching/Educational Staff shall apply.

20A Leave for Matters Arising from Domestic Violence

- 20A.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*;
- 20A.2 Leave entitlements provided for in clause 20, Family and Community Service/Personal Carer's Leave, may be used by an employee experiencing domestic violence;
- 20A.3 Where the leave entitlements referred to in sub clause 20A.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 20A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 20A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 20A.6 The employer, 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.

21. Parental Leave

For employees covered by this award, the following provisions in respect of parental leave shall apply:

- 21.1 Employees engaged pursuant to the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006*, or any replacement award.
- 21.2 Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Uniform Leave Conditions.
- 21.3 Employees of the Department of Education and Training assigned to work at TAFE premises, the Department of Education and Training/TAFE policies in regard to parental leave.

21A. Lactation Breaks

- 21A.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.
- 21A.2 A full time employee 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.
- 21A.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.
- 21A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a 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 staff member.
- 21A.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- 21A.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.
- 21A.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.
- 21A.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 or access to flexible working hours or make up time in their workplace, where applicable.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to affect:
- (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.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 22.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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."

23. Picnic Day

- 23.1 The first Monday in December of each year shall be the Union Picnic Day.
- 23.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such 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. An employee who is required to work on a picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.

- 23.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 23.4 Where an employer holds a regular picnic for employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 23.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 23.6 In Departments to which the Public Sector Employment and Management Act 2002 applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

24. General Leave Conditions and Accident Pay

- 24.1 General leave conditions and accident pay of employees engaged by Government departments under the provisions of the Public Sector Employment and Management Act 2002 shall be bound by the Public Sector Employment and Management (General) Regulation 1996. For Department of Education and Training employees assigned to work at TAFE premises, general leave conditions and accident pay will be regulated by Department of Education and Training/TAFE policies on these issues.
- 24.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Uniform Leave Conditions.

25. Union Delegate

An employee appointed union delegate in the shop or department in which he/she is employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

26. Deduction of Union Membership Fees

- 26.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 26.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 26.3 Subject to 26.1 and 26.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 26.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 26.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

- 26.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

27. Secure Employment

27.1 Objective of this Clause

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

27.2 Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 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 27.2(i), upon receiving notice under paragraph 27.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer 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 27.2(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 27.2(iii), discuss and agree upon:
 - (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award 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.
- (ix) Exemption

The abovementioned casual conversion clause will not apply to persons who:

- (a) perform work for the Public Service Departments as enumerated in Schedule 1, Part 1 of the *Public Sector Employment and Management Act 2002*; or
- (b) have their conditions of employment regulated by the:
 - i. *Police Act 1990*;
 - ii. *Technical and Further Education Commission Act 1990*;
 - iii. *Casino Control Act 1992*;
 - iv. *Independent Commission Against Corruption Act 1988*.

27.3 Occupational Health and Safety

- (i) 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.
- (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):
 - (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.
- (iii) Nothing in this subclause 27.3 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*.

27.4 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.

27.5 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.

28. Area, Incidence and Duration

- 28.1 This award shall apply to all employees of the classes specified in clause 2, Wages, of this award who are employed in Departments to which Schedule 1 of the *Public Sector Employment and Management Act 2002* applies, including Department of Education and Training employees assigned to work at TAFE premises; or engaged under Ministerial authority in Government and quasi-government bodies. It shall not apply to those persons employed under the above provisions that are employed in Broken Hill.
- 28.2 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) take effect on and from 16 April 2012.
- 28.3 Changes made to this award subsequent to it first being published on 14 March 2008 (365 I.G. 155) have been incorporated into this award as part of the review.

PART B

MONETARY RATES

Table 1 - Wages

Trades Assistants		
Classification and Grades	1.7.10 Per week \$	1.7.11 Per week 2.5% \$
Classification -		
Blacksmith's striker	774.60	794.00
Cold saw operator	780.90	800.40
Driller (stationary machines)	774.60	794.00
Dresser and grinder (portable machines)	788.30	808.00
Dresser, shot blast or sand blast-		
(a) who operates from outside a properly enclosed cabin	780.90	800.40
(b) other	814.30	834.70
Dogman and/or crane chaser	788.30	808.00

Forger's assistant	774.60	794.00
Fork Lift Driver (TAFE)	835.10	856.00
Assistant Furnaceperson	780.90	800.40
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	774.60	794.00
General assistant, other (TAFE)	768.10	787.30
General assistant/tool storeperson assisting tradespersons or employed in a metal and/or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	788.30	808.00
General assistant/tool storeperson, other (less than 20 hpw toolstore duties) (TAFE)	813.90	834.20
Hammer driver	780.90	800.40
Heat treater operative	788.30	808.00
Machinist second class (Metal Trades)	822.20	842.80
Operator of straight line oxy-acetylene Cutting machine	788.30	808.00
Pipe fitter	822.20	842.80
Rigger and/or splicer (other than construction work)	849.20	870.40
Rigger and/or splicer (construction work)	865.00	886.60
Spray painter (ironwork) and/or brush hand	788.30	808.00
Tool and/or material storeman	814.30	834.70
Tool Store person (Classroom only, TAFE)	822.20	842.80
Trades assistant (Metal Trades)	774.60	794.00
Trades assistant (Electrical Trades)	795.70	815.60
Trades assistant	780.90	800.40
Cupola furnace person (foundries)	822.20	842.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description Allowance	As at 1/7/11
1	4.1	Cold places	0.68 per hour
2	4.2	Confined spaces	0.87 per hour
3	4.3	Dirty work	0.68 per hour
4	4.4	Height money at a height of 7.5 metres for every additional 3 metres	0.68 per hour 0.21 per hour
5	4.5	Hot places : 46 C - 54 C Above 54 C	0.68 per hour 0.87 per hour
6	4.6	Insulation material Pumice or other recognised insulator Silicate	0.68 per hour 0.87 per hour
7	4.7	Smoke boxes, etc., : Working on repairs to smoke boxes, furnaces, etc. Working on repairs inside oil-fired boilers	0.45 per hour 1.70 per hour
8	4.8 (i)	Wet places	0.68 per hour
9	4.8 (ii)	Working on a boat or punt	2.67 per day
10	4.8 (iii)	Working knee deep in mud or water	5.42 per day
11	4.9	Acid, furnaces, stills, etc.,	3.51 per hour
12	4.10	Towers	0.68 per hour
13	4.11	Depth money:	0.68 per hour
14	4.12	Swing scaffolds allowance: First four hours Each hour thereafter Solid plasterers	5.06 fixed rate 1.04 per hour 0.21 per hour
15	4.13	Septic tanks	8.17 per day

16	4.16	Explosive powered tools allowance	1.66 per day
17	4.17	Distant places: Area described in paragraph 4.17.1 Area described in paragraph 4.17.2 Area described in paragraph 4.17.3	1.33 per day 2.17 per day 2.17 per day
18	4.18 (i) 4.18 (ii) 4.18 (iv)	Epoxy materials: Applying to air-conditioned buildings Employees in close proximity	0.87 per hour 0.59 per hour 0.68 per hour
19	4.19	Foundry r	0.51 per hour
20	4.20	Asbestos eradication	2.31 per hour
21	5.3 / 5.8	Meal allowance Meal allowance each subsequent meal	13.40 11,50
22	10.4	Distant work - Expenses of reaching home and of transporting tools from distant work	21.00 per day
23	10.5	Distant work - Board and lodging allowance	447.10 per week
24	10.7	Camping allowance	26.40 per day
25	10.8	Return home at weekend allowance	36.20 per occasion
26	12.3	First Aid Allowance	3.01 per day

C.G. STAFF J

 Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 83 of 2012)

Before The Honourable Mr Justice Staff

11 April 2012

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

Clause No.	Subject Matter
1.	Title
2.	Rates of Pay
3.	Deduction of Union Membership Fees
4.	Shift Allowances
5.	Family and Community Services/Carer's Leave
6.	Anti-Discrimination
7.	Grievance and Dispute Settling Procedures
8.	General
9.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

PART A**1. Title**

This award shall be known as the Crown Employees (Transport Drivers &c.) Award.

2. Rates of Pay

The rates of pay are set out in Table 1 of Part B, Monetary Rates. The rates are provided by the Crown Employees Wages Staff (Rates of Pay) Award 2011.

3. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

4. Shift Allowances

For the ordinary hours of shift, shift workers shall be paid the following loadings in addition to the rates prescribed for their respective classifications:

	Loadings per shift %
(a) ordinary afternoon or night shifts (other than shifts referred to hereunder).	15
(b) permanently working afternoon or night shifts or a combinations of such shifts.	30
(c) an ordinary shift, the major portion of which falls on a Saturday or Sunday shall in substitution for the loading specified in paragraphs (a) or (b) of this clause, be paid for at the rate of 50 per cent or 75 per cent respectively in addition to the ordinary rate for such shift.	
(d) where, at his own request and to suit his own personal requirements, any employee works permanently on a combination of such shifts, then, provided the employer notifies the union of the agreement in writing, and the union agrees, he shall be paid 15 per cent extra per shift in lieu of the shift loading of 30 per cent specified in paragraph (b) of this clause.	
(e) for an ordinary shift worked on a public holiday, an employee shall receive an additional one and half day's ordinary pay in addition to the normal shift payment calculated in accordance with paragraph (a) or (b) of this clause.	

5. Family and Community Services/Carer's Leave

5.1 Family & Community Services Leave

5.1.1 The Chief Executive Officer may grant Family and Community Service leave to an employee covered by this award.

- (a) for reasons related to the family responsibilities of the employee;
- (b) for reasons related to the performance of community service by the employee; or
- (c) in a case of pressing necessity.

Family and Community Services Leave replaces Short leave

5.1.2 The maximum amount of Family and Community Services leave on full pay that may be granted to an employee is:

- (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or

- (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

5.1.3 Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

5.1.4 Where Family and Community Service leave has been exhausted, additional paid Family and Community Service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subparagraph (ii) of paragraph 5.2.4.

5.2 Use of Sick Leave to care for a sick dependant - general

When Family and Community Service leave, as outlined in paragraph 5.1.2 is exhausted, the sick leave provisions under paragraph 5.2.2 may be used by an officer to care for a sick dependant.

5.2.1 Use of Sick Leave -

5.2.2 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 5.2.4 of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any sick leave entitlement accruing from 1 January 1998 in terms of the Uniform Leave Conditions, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

5.2.3 An employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned .

5.2.4 The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (c) a child or an adult child (including an adopted child, a step-child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity or Aboriginal kinship structures;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to the relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

5.2.5 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reason 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.

5.2.6 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of subclause 5.2.4 of this clause who is ill.

5.2.7 Annual Leave

An employee may elect, with the consent of the employer, subject to the provisions of the Uniform Leave Conditions for Ministerial Employees in respect of Recreation Leave, to take annual leave in single day periods or part thereof. Leave taken in single day periods should not exceed 5 consecutive days in any calendar year and can be taken at a time or times agreed by the parties.

5.2.7.1 Access to annual leave, as prescribed in paragraph 5.2.7.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

5.2.7.2 Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

5.3 Time Off in Lieu of Payment for Overtime

5.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

5.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

5.3.3 If, having elected to take time as leave in accordance with paragraph 1 of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

5.3.4 Where no election is made in accordance with the said paragraph, the employee shall be paid overtime in accordance with the award.

5.4 Make-up Time

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

6. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, 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.

7. Grievance and Dispute Settling Procedures

- (i) 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.
- (ii) 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.
- (iii) 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 Department Head or delegate.
- (iv) 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.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- (vi) The Division Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (vii) If the matter remains unresolved, the Division Head 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.
- (viii) A staff member, at any stage, may request to be represented by the union.
- (ix) The staff member or the union 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.

- (x) The staff member, union, division and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public

8. General

- (i) Except as otherwise provided for in this award, the provisions of the Transport Industry (State) Award shall apply.
- (ii) For employees covered by the Uniform Leave Conditions for Ministerial Employees, such conditions shall apply in respect of the following matters:

Accident Pay

Recreation Leave

Long Service Leave

Sick Leave

Bereavement Leave

For staff employed under the provisions of the *Public Sector Employment and Management Act 2002*, the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2008 and Regulations to the *Public Sector Employment and Management Act 2002* shall apply in respect of the above entitlements.

9. Area, Incidence and Duration

This award shall apply to all employees in the classifications specified in Table 1 - Rates of Pay, of Part B, Monetary Rates, of this Award and clause 1 of the Transport Industry (State) Award, employed in organisations to which the *Public Sector Employment and Management Act 2002* applies.

This award is changed following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and incorporates all variations made to the award published 28 September 2007 (363 I.G. 772).

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) take effect on 11 April 2012.

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

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Clause 2 Wages	Classification	Weekly Rate FFPP	
		1.7.10 \$	1.7.11 \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	771.80	791.10
(b)	Over 2950 and up to 4650	778.30	797.80
(c)	Over 4650 and up to 6250	784.70	804.30
(d)	Over 6250 and up to 7700	784.70	804.30
(e)	Over 7700 and up to 9200	793.00	812.80
(f)	Over 9200 and up to 10800	793.00	812.80
(g)	Over 10800 and up to 12350	799.80	819.80
(h)	Over 12350 and up to 13950	799.80	819.80
(i)	Over 13950 and up to 15500	806.10	826.30
(j)	Over 15500 and up to 16950	813.90	834.20
(k)	Over 16950 and up to 18400	813.90	834.20
(l)	Over 18400 and up to 19750	813.90	834.20
(m)	Over 19750 and up to 21100	813.90	834.20
(n)	Over 21100 and up to 22450	820.20	840.70
(o)	Over 22450 and up to 23850	820.20	840.70
(p)	Over 23850 and up to 25200	820.20	840.70
(q)	Over 25200 and up to 26550	828.30	849.00
(r)	Over 26550 and up to 27900	828.30	849.00
(s)	Over 27900 and up to 29300	828.30	849.00
(t)	Over 29300 and up to 30650	828.30	849.00
(u)	Over 30650 and up to 32000	737.20	755.60
(v)	Over 32000 and up to 33350	737.20	755.60
(w)	Over 33350 and up to 34750	843.10	864.20
(x)	Over 34750 and up to 36100	843.10	864.20
(y)	Over 36100 and up to 37450	843.10	864.20
(z)	Over 37450 and up to 38800	843.10	864.20
(aa)	Over 38800 and up to 40200	851.40	872.70
(ab)	Over 40200 and up to 41550	851.40	872.70
(ac)	Over 41550 and up to 42900	851.40	872.70
(ad)	Over 42900 and up to 44250	858.40	879.90
(ae)	Over 44250 and up to 45650	858.40	879.90
2. Drivers of mobile cranes			
- employed in connection with the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods			
- where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	784.70	804.30
(b)	Over 3050 and not exceeding 5100	793.00	812.80
(c)	Over 5100 and not exceeding 6100	799.80	819.80
(d)	Over 6100 and not exceeding 7100	799.80	819.80
(e)	Over 7100 and not exceeding 8100	799.80	819.80
(f)	Over 8100 and not exceeding 9150	799.80	819.80
(g)	Over 9150 and not exceeding 10150	806.10	826.30
(h)	Over 10150 and not exceeding 11200	806.10	826.30

(i)	Over 11200 and not exceeding 12200	806.10	826.30
(j)	Over 12200 and not exceeding 13200	813.90	834.20
(k)	Over 13200 and not exceeding 14200	813.90	834.20
(l)	Over 14200 and not exceeding 15250	813.90	834.20
(m)	Over 15250 and not exceeding 16250	813.90	834.20
(n)	Over 16250 and not exceeding 17250	820.20	840.70
(o)	Over 17250 and not exceeding 18300	820.20	840.70
(p)	Over 18300 and not exceeding 19300	820.20	840.70
(q)	Over 19300 and not exceeding 20300	820.20	840.70
(r)	Over 20300 and not exceeding 21350	828.30	849.00
(s)	Over 21350 and not exceeding 22350	828.30	849.00
(t)	Over 22350 and not exceeding 23350	828.30	849.00
(u)	Over 23350 and not exceeding 24400	828.30	849.00
(v)	Over 24400 and not exceeding 25500	828.30	849.00
(w)	Over 25500 and not exceeding 26400	828.30	849.00
(x)	Over 26400 and not exceeding 27450	828.30	849.00
(y)	Over 27450 and not exceeding 28450	834.80	855.70
(z)	Over 28450 and not exceeding 29450	834.80	855.70
(aa)	Over 29450 and not exceeding 30500	834.80	855.70
And for each additional 1000 kg or part thereof over - 33 cents			
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	784.70	804.30
(b)	Over 4500 to 9100	799.80	819.80
(c)	Over 9100 kg	806.10	826.30
4. Drivers of prime movers where the crane has a lifting capacity of			
where the crane has a lifting capacity of			
(a)	Up to 20350 kg	793.00	812.80
(b)	Over 20350 kg	813.90	834.20
5. Extra Hands			
		771.80	791.10

C. G. STAFF J.

 Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES FOOD SAFETY OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 242 of 2012)

Before The Honourable Mr Justice Staff

18 July 2012

REVIEWED AWARD

Arrangement

PART A

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7.	Scope of Employment
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25.	Grievance and Dispute Settling Procedures
26.	Anti-Discrimination
27.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salaries

Schedule 1 - Food Safety Officer - Progression Requirements

1. Title

This Award shall be known as the Crown Employees Food Safety Officers Award.

2. Parties to the Award

The parties to this Award are the Director-General, Department of Premier and Cabinet and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Definitions

- (a) "Act" means - the *Public Sector Employment and Management Act 2002*.
- (b) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (c) "Authority" means - the Office of the NSW Food Authority
- (d) "Chief Executive Officer" means - the Chief Executive Officer of the Office of the NSW Food Authority.
- (e) "Code of Practice" means - requirements and guidelines to ensure a premises or activity complies with statutory requirements.
- (f) "Compliance, Investigation & Enforcement Branch" means - a Branch of the NSW Food Authority consisting of the Enforcement, Audit & Compliance and Foodborne Illness Investigation Units.
- (g) "Department" means - The NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (h) "Division Head" means - the Director-General of the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (i) "Director-General, Department of Premier and Cabinet" means - the Director-General, Department of Premier and Cabinet, as established under the Public Sector Employment and Management Act 2002.
- (j) "Employee" means - a person employed on a temporary basis.
- (k) "Food Safety Officer" means - a staff member employed by the Authority in the capacity of Food Safety Officer.
- (l) "HACCP" means - Hazard Analysis and Critical Control Point System - an international food safety management system.
- (m) "Job Evaluation" means - an accredited job evaluation system used to grade positions in NSW Food Authority.
- (n) "National Food Safety Standards" means - uniform food hygiene and safety regulations set out in the Food Standard Code to ensure a nationally consistent approach to food safety.
- (o) "Normal Work", in respect of clause 25, Grievance and Dispute Settling Procedures, means - the duties and responsibilities contained in the position description of a staff member, or staff members, at the time a grievance, dispute or difficulty is notified within the Enforcement, Audit & Compliance, Foodborne Illness Investigation Programs and Science & Policy Units or within the NSW Food Authority.
- (p) "Officer" means - a person employed on a permanent full-time or permanent part-time basis.
- (q) "Position" means - a staff position as defined in Section 9 of the Act.
- (r) "Role" means - a staff member employed in a role.
- (s) "Science & Policy Branch" means - a Branch of the NSW Food Authority consisting of Programs, Policy, and Science & Shellfish Units.

- (t) "Staff member" means - an officer or employee employed in the capacity of Food Safety Officer.

4. Coverage

The provisions of this Award shall apply to staff members employed in the Compliance, Investigation & Enforcement Branch and the Science & Policy Branch of NSW Food Authority in the capacity of Food Safety Officer.

5. Statement of Intent

This Award seeks to maintain equity in salary and conditions between field staff of the former Meat, Dairy, and Seafood Branches of NSW Food Authority and facilitate recruitment and retention of Food Safety Officers.

6. Grading and Evaluation of Positions

Positions will be graded and evaluated from time to time in the following circumstances:

- (a) Where the nature of the position is significantly changed or where a new position is created.
- (b) Where a position falls vacant and the Division Head seeks to determine whether it is necessary to evaluate the position prior to advertising the vacancy.
- (c) At the request of any party to this Award, or staff member under the Award, provided that the position(s) have not been reviewed for grading for at least (12) twelve months prior to the request.

7. Scope of Employment

- (a) Employment will be either on a permanent full time or permanent part time basis.
- (b) Temporary employees may be employed from time to time should the need arise.

8. Savings of Rights

No staff member of the Authority will suffer a reduction in his or her salary or any loss or diminution in his or her conditions of employment at the time of or as a consequence of the making of this Award.

9. Salaries

- (a) Staff members will be appointed to one of the grades outlined in Table 1 of Part B, Monetary Rates of this Award.
- (b) The rates of pay set out in Table 1 do not include payment for annual leave loading.
- (c) The salary rates set out in Table 1 will move in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement Award.

10. Conditions of Employment - General

Except as otherwise provided in this Award, the provisions of:

- (a) The Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement Award will apply.
- (b) The Crown Employees (Transferred Employees Compensation) Award 2009 or any variation or replacement Award
- (c) Conditions of employment other than those fixed by this Award are determined by the Public Sector Employment and Management Act 2002, the Public Sector Employment and Management Regulation 2009 and the New South Wales Government Personnel Handbook.

11. Employment of Food Safety Officers

- (a) Positions will be graded using an accredited job evaluation system.
- (b) Except as provided in subclause (c) of this clause, staff members will be employed with a commencement salary at the first salary point in the grade of the role to which they are employed.
- (c) The Division Head may employ a person at a higher salary level within the grade. In determining commencing salary, regard will 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 performing similar work.
- (d) Except for deemed qualifications upon transition to the Award in 2002, the essential qualifications for employment covered by this Award will be a tertiary qualification, relevant to the role the person is to be employed in by the Authority, in Food Science, Environmental Health, Aquatic or Animal Health, Law, Investigations or appropriate qualification combined with relevant industry experience (as determined by the Division Head).

12. Salary Progression

There shall be 6 levels of Food Safety Officer, with salary levels as prescribed in Table 1.

- (a) Progression within each grade will be by annual increment, provided the manager is satisfied with the conduct and manner of performance of duties of the person concerned.
- (b) Incremental progression for all staff members will be subject to a satisfactory performance report recommending progression.
- (c) The Division Head may approve the accelerated progression of a staff member through the incremental scale for the role occupied by the staff member, in accordance with assessments made through a performance management system.
- (d) There will be competency barriers for progression from Trainee Food Safety Officer (Food Safety Officer Grade 1) to Food Safety Officer (Food Safety Officer Grade 2), and from Food Safety Officer to Senior Food Safety Officer (Food Safety Officer Grade 3)
- (e) Employment of a Food Safety Officer above Grade 3 will be by way of competitive selection to an advertised vacancy.

13. Performance and Competency Standard Development

- (a) The parties to this Award will participate in ongoing discussions to further develop the staff members covered by the Award and the performance of NSW Food Authority. The Chief Executive Officer will provide training and work opportunities for staff development.
- (b) The parties will participate in:
 - (i) Development and review of the NSW Food Authority Performance Management and Development System.
 - (ii) Discussion and review of the qualifications, requirements and competencies detailed variously in clause 11, Employment of Food Safety Officers, clause 12, Salary Progression and Schedule 1 to this Award to ensure that they conform with national food safety standards as they change and develop from time to time. These discussions will continue as a matter of priority.

14. Competency Assessment Panel

A Competency Assessment Panel will be formed consisting of the staff members occupying the positions of Executive Director and unit Manager of the branch where the staff member to be assessed is employed and a Senior Technical Officer from within the Authority. The Panel will assess competency criteria of staff members seeking progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer.

15. Appeals

- (a) A staff member, who fails to satisfy the requirements of the competencies for progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer, as determined by the Competency Assessment Panel, may appeal the decision of that panel.
- (b) The staff member, following the decision of the competency assessment panel, may lodge an appeal in writing with the Division Head or delegate within ten (10) working days of the panel advising the staff member of its decision. The appeal must set out the grounds for the appeal.
- (c) The Division Head or delegate shall convene an Assessment Appeals Panel within ten (10) working days of an appeal being lodged and advise the staff member of the members of the panel.
- (d) The Assessment Appeals Panel shall allow the appellant to appear before it during its determination of the appeal if so requested by the appellant.
- (e) The Division Head or delegate shall advise the staff member of the decision of the Assessment Appeals Panel within five (5) days of the appeal being heard.

16. Higher Duties Allowance

- (a) Staff members directed to perform the duties of a higher position for more than five consecutive working days will be paid an allowance.
- (b) The allowance will be agreed following discussion with the staff member and will be a proportion of the difference between the staff member's salary and the salary for the minimum rate of the higher position depending on the range of duties undertaken and the level of responsibility accepted.

17. Home Office Allowance

The provisions of clause 43 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement Award shall apply.

18. Garage and Carport Allowance

The provisions of clause 48 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement Award shall apply.

19. Hours of Duty

The provisions of clause 11 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement Award shall apply.

20. Overtime

- (a) A staff member may be directed by the Division Head or delegate to work overtime, provided 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:

- (i) The staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements;
 - (ii) Any risk to staff member health and safety,
 - (iii) The flexibility of working hour arrangements having regard to the unusual requirements of this occupation and the clients of NSW Food Authority,
 - (iv) The urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (v) The notice (if any) given by the Division Head or delegate regarding the working of overtime, and by the staff member of their intention to refuse overtime, or
 - (vi) Any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) The Overtime provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement Award shall apply.

21. Travelling Allowances

The provisions of clauses 26 and 29 to 33 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement Award shall apply.

22. On-Call Allowance

- (a) A staff member shall be entitled to an on-call allowance when directed by the NSW Food Authority to be on call outside the staff member's working hours, in line with the provisions of clause 92, On Call (Stand-by) and On Call Allowance of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement Award.
- (b) For a staff member who is on call and called out by the NSW Food Authority, the overtime provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement 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.

23. Consultative Arrangements

The parties agree to continue consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction. The parties will consult on such issues as training and development, work environment, restructuring, job evaluation, performance management, succession planning, multi-skilling, and cross training in different food commodities. Consultation on these matters should occur as close as possible to the source.

24. Multi-Skilling

The parties to the Award recognise that multi-skilling is a condition of this Award. The parties agree that Food Safety Officers will undertake training and development activities as provided by the NSW Food Authority from time to time.

25. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the NSW Food Authority, if required.
- (b) 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.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- (d) 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.
- (e) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- (f) The Division Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (g) If the matter remains unresolved, the Division Head 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.
- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member or the Association on their behalf or the Division Head may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (j) The staff member, Association, Division Head and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

26. 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 dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member 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.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

"Nothing in this 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."

27. Area, Incidence and Duration

- (a) This Award applies to staff members employed by the Authority in the capacity of Food Safety Officer.
- (b) 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 IG 359) take effect on and from 18 July 2012.
- (c) Changes made to this award subsequent to it first being published on 31 October 2008 (366 I.G. 875) have been incorporated into this Award.
- (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Table 1 - Salaries

Food Safety Officers		Common	First pay period on or after the 1.7.11	First pay period on or after the 1.7.12
Classification and Grades		Salary Point	Per annum 2.5% \$	Per annum 2.5% \$
Grade 1	Year 1	-	54,191	55,546
	Year 2	-	55,743	57,137
	Year 3	55	58,060	59,512
Grade 2	Year 1	-	61,568	63,107
	Year 2	-	66,954	68,628
	Year 3	82	75,552	77,441
Grade 3	Year 1	-	81,294	83,326
	Year 2	-	84,209	86,314
	Year 3	98	88,660	90,877
Grade 4	Year 1	-	92,584	94,899
	Year 2	-	95,785	98,180
	Year 3	111	100,613	103,128
Grade 5	Year 1	116	105,602	108,242
	Year 2	120	110,079	112,831
Grade 6	Year 1	126	116,974	119,898
	Year 2	130	122,128	125,181

SCHEDULE 1

Food Safety Officer - Progression Requirements

The current NSW Food Authority training program assesses and documents staff competencies. A Competency Assessment Panel will consider the following progression criteria in the Compliance, Investigation & Enforcement and the Science & Policy Branches.

The provisions of clauses 14 and 15 of this Award will apply in relation to progression requirements.

Progression from Trainee Food Safety Officer (FSO 1) to Food Safety Officer (FSO 2):

- (a) Tertiary qualifications in Food Science or appropriate qualifications combined with relevant industry experience (as determined by the Division Head) in respect of Compliance, Investigation & Enforcement Branch and the Science & Policy Branch,
- (b) Tertiary qualifications in Environmental Health, Aquatic or Animal Health or appropriate qualifications with relevant industry experience (as determined by the Division Head) in respect of the Shellfish Unit.
- (c) Demonstrated knowledge of industry and technology and in respect of Compliance, Investigation and Enforcement Branch, two or more years experience in auditing at least two commodity sectors covered by the Food Safety Schemes in the Food Regulation 2010.
- (d) Working knowledge of relevant Codes of Practice, Acts and Regulations, and Procedure Manuals.
- (e) Demonstrated knowledge of NSW Food Authority licensing system.
- (f) Good written and verbal communication skills and ability to communicate at various levels to advise, guide, explain and motivate industry personnel.

- (g) Driver's Licence.
- (h) Competence in the use of computers for preparation of reports and for electronic communication (word processing, Excel, Internet, e-mail, and, in respect of the Shellfish Unit, Access).
- (i) Demonstrated ability to conduct Food Safety Audits and Inspections in respect of Compliance, Investigation and Enforcement Branch.
- (j) Demonstrated ability to design and implement environmental monitoring programs in shellfish harvesting areas in respect of the Shellfish Unit.
- (k) Completed Food Safety Auditor's Course and meets auditor certification criteria in respect of Compliance, Investigation & Enforcement Branch.
- (l) Completed recognised training in one or more of the following areas in respect of the Shellfish Unit: geographic information systems (GIS), hydrology, depuration systems, epidemiology, marine algal biotoxins, virology or related disciplines.
- (m) Demonstrated capacity to organise time and work with minimal supervision.
- (n) Satisfactory completion of HACCP based training.

Progression from Food Safety Officer (FSO 2) to Senior Food Safety Officer (FSO 3):

- (a) High level of technical understanding of food safety issues.
- (b) Detailed knowledge of Codes of Practice, Acts and Regulations and the intent of legislation.
- (c) Capacity to provide advice, training and education to industry and applicants.
- (d) High level of verbal and written communication skills.
- (e) Proven ability to provide comment or advice to NSW Food Authority on topical food safety issues.
- (f) Demonstrated ability to conduct investigations, collect evidence, conduct prosecutions, and gather information for reports.
- (g) Capacity to act as Lead Auditor in audits and make decisions on a range of technical matters in respect of Compliance, Investigation & Enforcement Branch.
- (h) Capacity to interpret results of environmental monitoring programs (microbiological, phytoplankton, heavy metal and pesticide) and make decisions on related technical issues in respect of the Shellfish Unit.
- (i) Ability to provide constructive advice and guidance to Trainee Food Safety Officers and Food Safety Officers in a team environment.

C. G. STAFF J.

CROWN EMPLOYEES HISTORIC HOUSES TRUST (GARDENS - HORTICULTURE AND TRADES STAFF) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 218 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Conditions of Employment
5.	Classification Standards
6.	Progression
7.	Appeals Mechanism
8.	Grievance and Dispute Handling Procedures
9.	Anti Discrimination
10.	Deduction of Union Membership Fees
11.	Consultative Committee
12.	Area, Incidence and Duration

PART B

MONETARY RATES

Rates of Pay

PART A

1. Title

This Award shall be known as the Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007.

2. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*.

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

"Broad Banded position" means a position whose grading, skills and range of duties extends beyond those defined for a single level and will occur in levels 2 to 11 as determined by the Director.

"Director" means the Director of the Historic House Trust of NSW.

"Skills" means the appropriate qualifications, relevant experience/demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Director.

"Member of staff" has the same meaning as in the *Public Sector Employment and Management Act 2002*.

3. Salaries

The rates of pay for members of staff are set out in Part B - Monetary Rates of this award and are set in accordance with the Crown Employees (Public Sector-Salaries 2008) Award and any variation or replacement award.

4. Conditions of Employment

All members of staff are employed under the Act and conditions of employment will be in accordance with the Act and Regulations, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Personnel Handbook and the Crown Employees (Public Sector - Salaries 2008) Award.

5. Classification Standards

5.1 For the purpose of this clause:

Staff includes members of staff and people on special job creation and/or training programs

Supervision means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

5.2 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation.

5.3 The following classification levels will apply:

Level 1

Positions established at this level are to be used to accommodate staff employed for limited periods of time on special training programs. The occupation of a position established at Level 1 of this Award will:

- (a) Work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) Have as a minimum, basic communication skills and the ability required to:
 - (i) perform basic tasks, (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on the job training will be required; and
 - (ii) communicate with supervisors and other staff.
- (c) Be prepared to undertake appropriate introductory and non-technical training.

Level 2

The occupant of a position established at level 2 of this Award will:

- (a) Work under general supervision and therefore will not be required to exercise individual judgement in following direction; and
- (b) Have completed the TAFE Horticulture Skills 1 technical and the introductory non-technical training modules or equivalent, or be able to demonstrate equivalent prior learning, so that they have the basic communications skills and other relevant experience required to:
 - (i) Perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools): and
 - (ii) Communicate with supervisors and other staff; and/or
 - (iii) Communicate non-technical and non-interpretive information to the public.

Level 3

The occupant of a position established at Level 3 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) Have completed the TAFE Horticulture Skills 2 technical training modules and Fundamental non-technical training modules or equivalent, or be able to demonstrate equivalent prior learning and possess, if required, a current class 1A drivers licence, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) Perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as a chainsaw, soil-mixing and pasteurising equipment, tractors, vehicles up to 2 tonne, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
 - (ii) Communicate with supervisors and other staff: and/or
 - (iii) Communicate non-technical and non-interpretive information to the public.

Level 4

The occupant of a position established at level 4 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or maintain equipment and ensure the safety of the parks/grounds/gardens, and
- (b) Have completed the TAFE Horticultural Skills 3 technical and fundamental non- technical modules or equivalent, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and relevant experience required to:
 - (i) Perform work processes at semi-trade level (such as construction, stone work, pesticide spraying, garden bed preparation) and/or
 - (ii) Operate complex equipment requiring special licences or certificates (such as trucks over 2 tonnes, front end loaders) and/or
 - (iii) Perform routine monitoring of conditions of entry to properties, such as locking and unlocking of buildings, general property/estate patrol; and
 - (iv) Communicate with supervisors and other staff and to pass on instructions to apprentices and/or to communicate non-technical and/or minimal property specific interpretive information to the public.

Level 5

The occupant of a position established at level 5 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Transitional non-technical training modules, or be able to demonstrate experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience require to:
 - (i) Perform trade level horticultural and carpentry duties; and/or
 - (ii) Implement conditions of entry to Property/grounds; and/or
 - (iii) Perform visitor service duties; and/or
 - (iv) Manage a store of a park or garden; and/or
 - (v) Supervise apprentices and volunteers; and
 - (vi) Communicate with supervisors and other staff; and/or
 - (vii) Assist in conducting a guided tour; and/or
 - (viii) Communicate semi-technical information and general property specific information to the public.

Level 6

The occupant of a position established at Level 6 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) Perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
 - (ii) Implement conditions of entry and liaise with relevant outside bodies where the safety of people or property is at risk; and/or
 - (iii) Supervise apprentices, volunteers and/or other staff; and
 - (iv) Communicate with supervisors and other staff; and/or
 - (v) Conduct a guided tour; and/or
 - (vi) Communicate semi-technical information and specific property interpretation to the public.

Level 7

The occupant of a position established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Intermediate non-technical training modules or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
 - (i) Manage a small specialist plant collection or work area as an individual or as a team leader of a small team of staff (normally less than 6 staff) supervising and training staff; and
 - (ii) Be accountable for completion of work to agreed standards; and/or
 - (iii) Solve technical problems of limited complexity; and
 - (iv) Document and communicate technical data and information to other staff and/or public; and/or
 - (v) Participate in the development of tours or talks in conjunction with other relevant staff.
 - (vi) Present tours or talks to the public and/or specialist groups.

Level 8

The occupant of a position established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Intermediate non-technical training modules or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a large park or grounds of an estate, so that they have the skills and relevant supervisory experience required to:
 - (i) Manage a specialist garden or work area as an individual or as the leader of a team of staff (normally more than 5 staff), supervising and training staff; and
 - (ii) Be accountable for completion of work to agreed standards; and/or
 - (iii) Solve technical problems of some complexity; and
 - (iv) Develop and present tours or talks as a representative of the organisation; and
 - (v) Document and communicate technical data and information to staff and/or the public.

Level 9

The occupant of a position established at Level 9 of this Award will:

- (a) Work independently on assigned specialist work programs or projects or manage a small number of work teams (normally up to four); and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and

- (c) Have a recognised trades qualification or equivalent and have completed Advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) Manage works programs or projects; and
 - (ii) Supervise staff; and
 - (iii) Be accountable for completion of work to agreed standards, time frames and budgets; and
 - (iv) Provide advice on technical matters and/or communicate technical information to the public and fellow staff; and
 - (v) Develop and present specialist tours, talks or programs for the public and/or for outside groups/organisations.

Level 10

The occupant of a position established at Level 10 of this Award will:

- (a) Work independently on assigned specialist work programs or projects or manage several (normally five or more) work teams; and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and
- (c) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed Advanced non- technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical, organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) Manage works programs or projects; and
 - (ii) Supervise staff; and
 - (iii) Be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
 - (iv) Provide advice on technical matters and/or communicate technical information to the public, fellow members of staff and outside specialist bodies.

Level 11

The occupant of a position established at Level 11 of this Award will:

- (a) Work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and
- (c) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed Advanced non- technical training modules, or be able to demonstrate equivalent prior learning, so that they have a high level of technical and organisational knowledge, management skills and relevant experience required to:
 - (i) manage works projects or programs; developing and co-ordinating work programs and schedules; and
 - (ii) supervise staff; and

- (iii) be accountable for meeting agreed standards, time frames and budgets; and
- (iv) provide advice on technical matters and/or communicate technical information to the public, peers, other members of staff and outside specialist bodies.

6. Progression

- 6.1 Appointment to a vacant position, other than progression through broad-banded positions, shall be by merit selection.
- 6.2 Progression through levels where there are broad-banded positions established within levels 2 to 11, shall be subject to satisfactory conduct and performance and the member of staff acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 6.3 The assessment of the suitability of a member of staff to progress to the next level within an established broad banded position shall normally be undertaken one month prior to the anniversary of the member of staff's appointment to the year 2 salary rate of their current level or by application by the member of staff or at any other time at the discretion of the Director. The initial assessment shall be made by the member of staff's supervisor and forwarded to the Director or another member of the Executive for approval.
- 6.4 Progression from year 1 to year 2 within a level shall be by way of an annual increment and be subject to satisfactory conduct and performance, as certified by the member of staff's supervisor and being approved by the Director or member of the Executive. The assessment of the member of staff's suitability of incremental progression shall normally be undertaken one month prior to the anniversary of their appointment to their current level. The member of staff must be promptly notified in writing of any decision to defer payment of an increment.
- 6.5 A member of staff shall have the right of internal appeal to the Director on progression matters through the established grievance procedures (refer Clause 7, Appeals Mechanism).
- 6.6 Nothing in this clause shall preclude a member of staff from exercising their right of an external appeal to the Government and Related Employees Appeal Tribunal.

7. Appeals Mechanism

- 7.1 A member of staff of the Historic Houses Trust shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provision of this Award.
- 7.2 A member of staff shall submit a written submission outlining their case to the Director within twenty-eight (28) days of the decision being appealed.
- 7.3 The Director shall constitute an Appeals committee made up of one (1) management representative, one (1) relevant Public Service Association representative and one (1) peer who is acceptable to both Management and the Association.
- 7.4 The appeal shall be heard within twenty-eight (28) days of it being lodged and the recommendation of the committee shall be forwarded to the Director.
- 7.5 The decision of the Director shall be forwarded to the member of staff concerned within seven (7) days of the appeal being heard.
- 7.6 The appeals mechanism shall not cover matters that are dealt with either by the New South Wales Industrial Relations Commission or the Government and Related Employees Appeal Tribunal.

8. Grievance and Dispute Handling Procedures

8.1 The aim of this Procedure is to ensure that, during the life of this Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level at which they occur in the workplace. For the purpose of this Procedure, industrial grievances are distinguished from a grievance dealt with under public service grievance handling procedure (eg, complaints or discrimination).

8.2

- (a) In the first instance, the member of staff(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought.
- (b) 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 member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- (c) The immediate supervisor, or other appropriate member of staff shall convene a meeting in order to resolve the grievance/dispute within 48 hours (two (2) working days), or as soon as practicable, of the matter being brought to attention.
- (d) If the matter remains unresolved, the matter shall be further discussed by the member of staff(s) and, at their request, the appropriate union delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of step (b).
- (e) If the matter remains unresolved and the member of staff(s) is/are union members, it should be discussed/ negotiated between representatives of the State Branch of the union(s) concerned, and relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- (f) A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps (a) to (d) above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act, 1996*.
- (g) Where the issue in dispute relates to a change of work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

9. Anti-Discrimination

9.1 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.

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

- 9.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because they have made or may make or have been involved in a complaint of unlawful discrimination or harassment.
- 9.4 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.
- 9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (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."

10. Deduction of Union Membership Fees

- (a) The Association shall provide the Trust with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (b) The Association shall advise the Trust 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 Trust at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Trust shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Trust to make such deductions.
- (d) Monies so deducted from employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the Association and the Association, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

11. Consultative Committee

- 11.1 The Historic Houses Trust's Staff and Management Participation and Advisory Committee (SAMPAC) and the Joint Consultative Committee (JCC) shall be used to monitor the implementation of this Award.
- 11.2 SAMPAC consists of, amongst other staff and management representatives, a representative of senior management and the Trust's Association delegate.

12. Area, Incidence and Duration

- 12.1 This Award shall apply to Horticultural and Trades staff of the Historic Houses Trust in the Office of Environment and Heritage, Department of Premier and Cabinet..
- 12.2 The changes made to the Award pursuant to the Award Review to give effect to s19 of the Industrial Relations Act 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. IG 359) take effect on and from 4 April 2012.
- 12.3 Changes made to this Award subsequent to it being published on 26 October 2007 (364 I.G. 72) have been incorporated into this Award as part of the review.
- 12.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES**

Effective from the first pay period commencing on or after 1/7/11.

Horticultural/Trades Officer	Per Annum \$
Level One	39,213
Level Two Year 1	43,539
Level Two Year thereafter	44,688
Level Three Year 1	46,288
Level Three Year thereafter	47,936
Level Four Year 1	49,693
Level Four Year thereafter	51,189
Level Five Year 1	53,000
Level Five Year thereafter	54,416
Level Six Year 1	55,940
Level Six Year thereafter	57,491
Level Seven Year 1	59,121
Level Seven Year thereafter	60,889
Level Eight Year 1	62,814
Level Eight Year thereafter	65,376
Level Nine Year 1	67,939
Level Nine Year thereafter	70,480
Level Ten Year 1	72,702
Level Ten Year thereafter	74,745
Level Eleven Year 1	80,902
Level Eleven Year thereafter	85,928

Apprentice Gardeners shall be paid a percentage of the rate of pay applicable to Level Five, year 1:

Year One	=	45%
Year Two	=	60%
Year Three	=	75%
Year Four	=	85%

C.G. STAFF *J*

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CROWN EMPLOYEES OFFICE OF ENVIRONMENT AND HERITAGE GENERAL AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 208 of 2012)

Before The Honourable Mr Justice Staff

4 May 2012

REVIEWED AWARD

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PART A**2. Definitions**

"Award" means any Award made under the *Industrial Relations Act 1996*.

"Class" means a Class listed in subclause 6.8, of clause 6, Salary System of this Award.

"Determination" means any Determination made by the Public Employment Office pursuant to the provisions of Section 130 of the *Public Sector Employment and Management Act 2002*.

"OEH" means the Office of Environment and Heritage (OEH).

"Chief Executive" means the Chief Executive of the Office of Environment and Heritage

"Delegate" means an officer who has been delegated certain powers by the Chief Executive pursuant to s.15 of the *Public Sector Employment and Management Act 2002*.

"Declared incident" means an unscheduled activity in the Parks and Wildlife Group (PWG) of OEH such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or their delegate (N.B. Does not include hazard reductions in PWG).

"DGDPC" means the Director-General, Department of Premier and Cabinet,, as established under the *Public Sector Employment and Management Act 2002*.

"Employer for Industrial Purposes" means the Director-General, Department of Premier and Cabinet..

"Employer" for all purposes other than "Industrial" means the Chief Executive of the Office of Environment and Heritage.

"EO" means Environment Officer.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"Industrial Agreement" means an Industrial Agreement under the *Industrial Arbitration Act 1940* that is continued in force by the provisions of the *Industrial Relations Act 1996*.

"Memorandum of Understanding" means the document signed by the parties to this Award on 10 August 2006.

"Officer" means an employee of the Office, including those employed on a temporary basis but does not include those employed under individual contracts through employment agencies; officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries 2012) Award, or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

"PWG" means the Parks and Wildlife Group of the Office of Environment and Heritage.

"Public Sector Agreement" means any Agreement made pursuant to the provisions of section 131 of the *Public Sector Employment and Management Act 2002*.

"Reporting Officer" means an officer who has direct supervisory responsibility for an officer, for performance management and reporting purposes.

"Salary Point" means a salary nominated within a Class.

"Salary Scale" means the whole set of salaries payable under this Award.

"Subject Officer" means a officer who reports to a Reporting Officer for performance management and reporting purposes.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or the Association of Professional Engineers, Scientists and Managers Australia (NSW Branch), having regard to their respective coverage.

3. Memorandum of Understanding

The Memorandum of Understanding at Part C was signed by the parties to this award on 10 August 2006 and should, where appropriate be read in conjunction with this award.

4. Parties

4.1 The Parties to this Award are:

- (i) Director-General, Department of Premier and Cabinet for the Office of Environment and Heritage (OEH);
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales;
- (iii) Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

4.2 In this Award "the Association" or "the Union" means:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (ii) The Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) in respect of:
 - (a) Professional Engineers as defined in the rules of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) which, without limiting that category includes:
 - (i) Persons employed in the classification of Engineer;
 - (ii) Persons performing professional engineering work; and
 - (b) Existing members of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) to the extent that they do not come within subparagraph 4.2(ii)(a).

5. Salaries

5.1 The salaries and allowances contained in Part B, Monetary Rates, Schedule 1 of this award will be adjusted to reflect any variation to Salaries and Allowances in the Crown Employees (Public Sector - Salaries 2012) Award or any successor instrument to that award.

6. Salary System

6.1 The rates of pay for officers of OEH will be in accordance with the rates contained in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.

6.2 Each officer covered by the award will be classified as an Environment Officer and paid within the salary classes as set out in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.

- 6.3 The level of appointment to a salary point within a Class will be determined by the Chief Executive or delegate, following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications. Where an officer is promoted to a higher Class, they will move to the minimum salary point of the higher Class, or at least one salary point above their current substantive salary, whichever is the higher.
- 6.4 Any officer who possesses the Higher School Certificate or equivalent will be appointed to no less than the 2nd salary point of Class 1 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.5 Any officer aged 21 years or over will be appointed to no less than the salary prescribed for Class 1 salary point 4 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.6 Movement from one salary point to another within a Class will be subject to OEH's Staff Appraisal and Performance Related Pay provisions or any subsequent Performance Management System as agreed to by the parties.
- 6.7 Movement from Class to Class will be by way of appointment to a vacancy except in the circumstances described in paragraph 6.8.7 below.
- 6.8 Environment Officer 2-7 Classification Scale
- 6.8.1 From the date of the making of this Award positions classified as EO 2-7 on the salary scale will be filled by new graduates, as part of the Graduate Recruitment Program and shall be paid in accordance with the salary scale in Table 1 below.
- 6.8.2 From the date of the making of this Award Aboriginal Project Officers employed by the Department will be paid in accordance with the EO 2-7 salary scale.
- 6.8.3 In limited circumstances the EO 2-7 classification may be applied for specialist positions where recruitment to such positions under a differing classification scale has proven to be unsuccessful.
- 6.8.4 The relevant salary points on the EO 2-7 are shown in Table 1 below.

Table 1

Point 1	Class 2	Salary point 3
Point 2	Class 3	Salary point 2
Point 3	Class 4	Salary point 2
Point 4	Class 5	Salary point 2
Point 5	Class 6	Salary point 2
Point 6	Class 7	Salary point 1
Point 7	Class 7	Salary point 2
Point 8	Class 7	Salary point 4

- 6.8.5 Officers with a recognised 3 year degree or qualifications deemed by OEH as equivalent will be appointed to point 1 on the EO 2 -7 salary scale.
- 6.8.6 Officers with a recognised 4 year degree or higher or qualifications deemed by OEH as equivalent will be appointed to point 2 on the EO 2-7 salary scale.
- 6.8.7 Officers on the above scale shall be eligible to progress beyond Class 6 Salary Point 2 subject to:
- (i) the availability of work at the higher level in the officer's discipline/s; and
 - (ii) demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by OEH having regard to the officer's discipline/s.

6.8.8 For officers on the above scale, work will be redesigned from time to time, in accordance with the agreed process, to ensure that the work performed by the officer is commensurate with the Class that they currently occupy.

6.8.9 Progression beyond Class 7 salary point 4 will be by way of promotion to a vacant position.

7. Qualifications

7.1 The parties to this award have agreed that qualifications are not to be used as barriers to appointments or promotion, however, where appropriate (e.g. for technical, competency and legal requirements), position descriptions will include qualifications.

8. On Call Allowance for Public Affairs Officers and Information Management & Communications Technology (IM&CT) Officers

8.1 A weekly allowance of \$192.36 per week (of 7 days) shall be paid to officers of the Public Affairs Branch or IM&CT Branch who are directed to be on call.

8.2 The payment shall cover all time outside the normal working hours that the officer is required to be available for contact and immediate response to a call.

8.3 Only in exceptional circumstances would OEH require an officer to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$ \$27.48 per day.

8.4 Where the call results in the officer returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the officer shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

8.5 The allowance shall compensate the officer for minor follow up work that may result from the call.

8.6 Where an officer is required to return to work again after the initial call out, the officer shall be paid for the actual time spent attending the second and subsequent call outs.

8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Working Hours Including Flexible Working Hours

9.1 So as to ensure consistent application of the new provisions across OEH the commencement date for the provisions set out in this clause of the award shall be as agreed between the parties.

9.2 Ordinary Working Hours

9.2.1 Full-time ordinary working hours shall be 35 hours per week, Monday to Friday.

9.3 Bandwidth

Bandwidth is the period during the day when staff may record time worked and accrue flex time.

9.3.1 Standard Bandwidth

(i) The Standard Bandwidth is 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m.

(ii) The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break).

- (iii) This will be the bandwidth that an officer covered by this award operates under unless their bandwidth is varied as per paragraph 9.3.2 below.

9.3.2 Varied Bandwidth

The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval has been granted for such a variation by the officer's supervisor or Reporting Officer. A variation may apply to a group of officers or an individual.

9.4 Coretime

- (i) Coretime is the specified period during the day when staff are required to be on duty, unless on authorised leave.

9.4.1 Standard coretime

- (i) The Standard coretime hours for the Department will be 10:00 a.m. to 3:00 p.m. The maximum (unpaid) meal break which can be taken by an officer during Standard coretime is 2.5 hours (as per paragraph 9.5.1 below), such that the minimum an officer must work during coretime, exclusive of a meal break, is 3.5 hours.

9.4.2 Varied coretime

- (i) The Standard coretime may only be varied in circumstances where prior approval has been granted for such a variation by the officer's supervisor or Reporting Officer. A variation may apply to a group of officers or an individual.

9.5 Meal Breaks

9.5.1 An officer on the Standard Bandwidth and Standard coretime is entitled to take a meal break between the hours of 11:30 a.m. and 2:30 p.m. The minimum meal break is 30 minutes and the maximum is 2.5 hours.

9.5.2 An officer working a Variable Bandwidth and/or coretime may take their meal break at a time agreed between the officer and their supervisor or Reporting Officer. The minimum meal break is 30 minutes and the maximum is 2.5 hours. An officer shall not be required to be on duty for more than 5 hours from the time of commencement without a meal break

9.6 Accrual and the taking of flex leave

9.6.1 Officers are able to take 14 hours ie. two (2) flex leave days off in a settlement period, as long as they have accumulated enough hours to do so.

9.6.2 With prior management approval, officers may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.

9.6.3 Officers who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.

9.6.4 Supervisors will have full and open 24 hour access to an officer's time sheet records and records pertaining to an officer's flex leave.

9.6.5 Officers may carry forward to the next settlement period, in accordance with paragraphs 9.6.1 and 9.6.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.

9.6.6 Flex leave can be taken at either the beginning or end of a period of leave.

9.6.7 Flex leave can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flex time balance.

9.6.8 Officers must have prior approval before taking flex leave.

9.6.9 On cessation of duty Flex Credits will be dealt with in accordance with subclause 21(n) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 or any successor instrument to that Award.

10. Overtime

10.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 or any successor instrument to that Award.

11. Excess Travelling Time

11.1 Time spent travelling within the time prescribed, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 or any successor instrument to that Award:

(i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and

(ii) From one hour prior to the end of the agreed bandwidth, shall be able to be claimed as 'Travelling time'.

11.2 Provided that travelling time shall not include any period of travel between 11:00 p.m. on any one day and the start of the officer's bandwidth on the following day where the officer has travelled overnight and sleeping facilities have been provided for the officer.

11.3 Where organisational requirements prevent an officer taking Time Off In Lieu for Excess Travelling Time under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 or any successor instrument to that Award it will be paid out on application.

11.4 The accrued time in lieu may be added to the officer's Accrued Flex hours under subclause 9.6 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the officer.

12. Irregular Shiftwork

12.1 From time to time OEH may request an irregular or infrequent shift to be performed during the period Monday to Friday.

12.2 Where shift work is irregular or infrequent, OEH shall pay a shift allowance of 30% on the normal daily rate.

12.3 No officer, unless it is part of that officer's normal duties, or by way of mutual agreement, shall be required to perform such a shift.

12.4 The requirement to work an irregular shift should not, of itself, reduce the need to work overtime on the day concerned. However, officers working an irregular shift will be paid overtime, or may opt to take time off in lieu at overtime rates for any time worked in excess of seven hours. Flex time credits cannot be accrued when working an irregular shift.

12.5 An officer shall be eligible for an irregular shift allowance if required to commence duty outside of the hours 5:30 a.m. to 10:00 a.m., and the officer is not eligible for a regular shift allowance.

12.6 After an officer has worked an irregular shift, the officer must take a break of 10 hours prior to recommencing work. However, if requested by OEH because of special circumstances to recommence

work without completing a 10 hour break, overtime shall be paid from the time work is recommenced until such a break is taken.

13. Annual Leave Loading

13.1 An officer who is eligible for leave loading may elect to:

- (i) be paid their leave loading when they take sufficient leave (i.e. Recreation leave and/or Extended leave together with Flex days and/or public holidays totalling 10 or more week days), or;
- (ii) defer their payment until the end of the relevant leave year, i.e. 30 November.

Wherever possible, payment will be made on the first pay day after 30 November.

14. Families and Field Work

- 14.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 14.2 Officers who wish to be accompanied by a family member on single day trips must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 14.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their supervisor or reporting officer.

15. After Hours Incident Service (AHIS)

15.1 Arrangements

- 15.1.1 Suitably qualified and trained officers from the Environment and Heritage Programs and Policy Group of OEH will be required to perform After Hours Incident Service duties. These duties are in addition to their ordinary weekly hours of work.
- 15.1.2 Details of the operational arrangements and conditions relating to the Department's After Hours Incident Services are set out in OEH's Procedure Guide as agreed to by the parties.

15.2 Payment

15.2.1 Payments to officers 'rostered on' the AHIS at the date of making this award will be:

- \$406.49 per week allowance - the weekly allowance incorporates the components for "inconvenience" and six incoming calls after/before ordinary hours of work;
- \$19.91 for each incoming call above 6 during a roster - Not limited
- \$124.71 per public holiday falling on a weekday; in addition to weekly allowance

Non-rostered officers contacted for advice out of ordinary hours of work shall receive:

- \$40.06 When contacted after/before ordinary hours of work (refer to subclause 9.2)

15.2.2 The parties acknowledge that the provisions in paragraph 15.2.1 compensate an officer for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the officer can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to being Called-Out (refer subclause 15.3) for the same period.

- 15.2.3 These allowances will be paid on the basis of claims made by the officer, and will not form part of an officer's substantive salary, and therefore do not affect the calculation of leave or superannuation.
- 15.3 Call-Out
- 15.3.1 An officer rostered on the AHIS and called out by a person/organisation so authorised by the Department in order to investigate pollution complaints, surveillance of potential pollution sources, or in other emergency situations outside normal working hours, will be paid a minimum of three (3) hours at overtime rates.
- 15.3.2 This rate will also apply to subsequent calls, provided that these are attended to after the three (3) hours time frame set by the original call out has elapsed.
- 15.3.3 Where an officer is called out he/she is entitled to a ten hour rest break before recommencing duty. The ten hour rest period will commence from when the officer finished the last call relating to the call-out or returned home from attending an emergency situation.
- 15.3.4 Where an officer is directed by management to resume working before completing a ten hour break the officer will be paid at overtime rates for all hours worked, until a ten hour break is taken.
- 15.3.5 Overtime is not payable when an officer resumes working, of his/her own accord before completing a ten hour break

16. Out of Hours Disturbance- Supervising Officers

- 16.1 Supervising Officers who are not rostered on duty on the After Hours Incident Service will receive an allowance of \$35.61 if contacted for advice or assistance in relation to emergency complaints or pressing issues outside normal working hours. Such payment will only be made once in any twenty-four (24) hour period. This allowance is not payable when an officer is Called-Out as in subclause 15.3, when overtime rates will apply as contained in that clause.
- 16.2 The parties acknowledge that the provisions in subclause 16.1 compensate an officer for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the officer can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to Call-Out provisions (refer subclause 15.3) for the same period.

17. Declared Incidents

- 17.1 from Time to Time Officers Maybe Called Upon to Assist in OEH's Response to a Declared Incident in the Parks and Wildlife Group of OEH.
- 17.2 A declared incident is not the same as an after hours incident as per clause 15 of this award. An incident is declared and approved by a PWG Regional Manager or other suitably authorised officer of OEH and remains in place until such time as the declaration of the incident is lifted.
- 17.3 Officers with specific skills and expertise may, at the discretion of the Chief Executive or delegate, be temporarily assigned to work on a declared incident in the PWG.
- 17.4 Designated Incident Positions
- (i) Officers temporarily assigned to a designated incident position as contained in clause 29, table 4, in the PWG Award are entitled to receive the conditions and remunerations under the Incident

Conditions provisions of the Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Conditions of Employment Award, or any successor instrument to that Award.

17.5 Assignment to non-designated incident support roles

17.5.1 In special circumstances an officer may, at the discretion of the Chief Executive or their delegate, be assigned to specific support roles that are not a designated incident position as contained in subclause 17.4 but are associated with a declared incident.

17.5.2 Officers assigned to these roles shall be paid their normal salary rate for the ordinary hours worked with overtime rates payable beyond the officer's agreed bandwidth for the duration of the declared incident or until they return to normal duties.

18. Study Assistance

18.1 OEH will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.

18.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.

18.3 The following costs associated with courses -

- (i) Higher Education Contribution Help scheme Fee; or
- (ii) TAFE compulsory fees; or
- (iii) Compulsory post-graduate fees; or
- (iv) Compulsory full fee paying course fees;

will be reimbursed by OEH in accordance with the guidelines following.

18.4 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and

- (i) is their first qualification as an officer of OEH will be: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive; or
- (ii) is their second or successive qualification as an officer of OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive.

18.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 18.4(i) or \$12,000 in respect of paragraph 18.4(ii), where other requirements have been met as in subclause 18.7 below.

18.6 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of OEH, approval may be given for a maximum of eight annual approvals as set out in subclause 18.5 above.

18.7 To be eligible to receive a refund, an officer must:

- (i) have been employed in OEH prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;

- (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 18.8 Officers who have received prior approval for study assistance for a particular course, or qualification under either the former PWG policies that existed prior to the implementation of this award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new application for another course of study will be dealt with under the provisions of this Award.
- 18.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 18.4(i) any subsequent application for study assistance will be treated as a second application under paragraph 18.4 (ii).
- 18.10 From the 1st January 2008 officers who seek financial assistance for study, will be covered by the new provisions set out in the MOU.
- 18.11 The costs associated with courses as outlined in paragraphs 18.3(i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 18.4(i) and 18.4(ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

19. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 19.1 The entitlement to salary package in accordance with this clause is available to:
- (i) permanent full-time and part-time officers;
 - (ii) temporary officers, subject to OEH convenience; and
 - (iii) casual employees, subject to OEH convenience, and limited to salary sacrifice to superannuation in accordance with subclause 19.7.
- 19.2 For the purposes of this clause:
- "salary" means the salary or rate of pay prescribed for the officer's classification by subclause 6.8 or Part B Monetary Rates, Schedule 1 - Salaries, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- "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.
- 19.3 By mutual agreement with the Chief Executive, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Director-General, Department of Premier and Cabinet; and
 - (ii) an amount equal to the difference between the officer's salary, and the amount specified by the Director-General, Department of Premier and Cabinet for the benefit provided to or in respect of the officer in accordance with such agreement.
- 19.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 19.5 The agreement shall be known as a Salary Packaging Agreement.

- 19.6 Except in accordance with subclause 19.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 19.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to OEH's agreement, paid into another complying superannuation fund.
- 19.8 Where the officer makes an election-to salary sacrifice, OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 19.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
- OEH 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.
- 19.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than OEH 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 OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 19.11 Where the officer makes an election to salary package:
- (i) 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
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under subclause 6.8 or Schedule 1, of this Award if the Salary Packaging Agreement had not been entered into.
- 19.12 The Director-General, Department of Premier and Cabinet may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 19.13 The Director-General, Department of Premier and Cabinet will determine from time to time the value of the benefits provided following discussion with the Unions. 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.

20. No Extra Claims

- 20.1 It is a term of this award that the unions will not pursue any additional claims or improvements to wages and/or conditions of employment during the term of the award.

21. Union Delegates Rights and Obligations

- 21.1 An officer elected as a Union representative will, upon written notification by the Union to OEH, be recognised as an accredited representative of that Union, and will be allowed all reasonable time during working hours to attend to Union business and to consult with management on matters affecting the officers they represent. Such consultations should be arranged for times that are convenient to both parties.
- 21.2 Union delegates will inform their Reporting Officer of the need to absent themselves from their workplace, and will arrange a mutually acceptable time to attend to their Union duties.
- 21.3 Accredited union delegates should recognise the need to balance their absence from the job on Union business with the requirements for acceptable work performance.
- 21.4 OEH will provide access to the facilities and office equipment needed by union delegates to perform their Union function effectively, thus maximising the mutual advantages of a consultative approach.

22. Industrial Grievance Procedure

22.1 General

- 22.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 22.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 22.1.3 In seeking a resolution to any industrial dispute or industrial grievance, OEH may be represented by an industrial organisation of employers, and the officers of OEH may be represented by an industrial organisation of employees.
- 22.1.4 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

22.2 Steps to Resolve Industrial Grievances or Disputes

When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union representative, if so desired.

Step 2. If, after a week since the matter was discussed with the Union representative and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union representative and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union representative and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union representative and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of OEH and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this Award 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.
- 23.2 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 the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 23.3 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.
- 23.4 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.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 23.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 23.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

24. Deduction of Union Membership Fees

- 24.1 The unions party to this Award shall provide OEH with a schedule setting out union fortnightly membership fees payable by members of each union in accordance with each union's rules.
- 24.2 Each union shall advise OEH of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to OEH at least one month in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 above, OEH shall deduct union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with the union's rules, provided that the officer has authorised OEH to make such deductions.
- 24.4 Monies so deducted from the officer's pay shall be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to officers' union membership accounts.
- 24.5 Unless other arrangements are agreed by OEH and the respective unions, all union membership fees shall be deducted on a fortnightly basis.
- 24.6 Where an officer has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

25. Area, Incidence and Duration

- 25.1 This Award shall apply to officers and casual employees in the Office of Environment and Heritage.

This Award will not apply to officers:

- (i) transferred to OEH under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) employed in the Senior Executive Service (SES); or
 - (iii) employed in the Parks and Wildlife Group of OEH including officers whose current conditions and entitlements are determined by the Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2007 Award or any successor instrument to that Award and officers whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2006 or any successor instrument to that Agreement; and
 - (iv) employed in the Botanic Gardens Trust.
- 25.2 The award shall take effect on and from 4 May 2012 and shall remain in force for a period of three years, unless varied or rescinded earlier in accordance with the provisions of the *Industrial Relations Act* 1996.
- 25.3 This award rescinds and replaces the Crown Employees (Department of Environment and Climate Change) General Award published 8 February 2008 (364 I.G. 913).
- 25.4 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012, or any successor instrument to that Award apply to officers covered by this Award.

PART B
MONETARY RATES

Crown Employees (Office of Environment and Heritage) General Award

Environment Officers - Office of Environment and Heritage New South Wales		
Classification	1.7.10 Per Annum 4% \$	1.7.11 Per Annum 2.5% \$
Class 1		
1	30,727	31,495
2	37,122	38,050
3	40,744	41,763
4	43,234	44,315
5	45,148	46,277
6	47,610	48,800
7	52,612	53,927
Class 2		
1	52,612	53,927
2	54,155	55,509
3	55,592	56,982
4	57,669	59,111
Class 3		
1	55,592	56,982
2	57,669	59,111
3	60,553	62,067
4	62,377	63,936
Class 4		
1	60,553	62,067
2	62,377	63,936
3	64,967	66,591
4	67,519	69,207
Class 5		
1	64,967	66,591
2	67,519	69,207
3	70,097	71,849
4	72,255	74,061
Class 6		
1	70,097	71,849
2	72,255	74,061
3	75,064	76,941
4	77,347	79,281
Class 7		
1	75,064	76,941
2	77,347	79,281
3	79,688	81,680
4	82,938	85,011
Class 8		
1	79,688	81,680
2	82,938	85,011
3	85,537	87,675
4	89,902	92,150

Class 9		
1	85,537	87,675
2	89,902	92,150
3	92,487	94,799
4	95,288	97,670
Class 10		
1	92,487	94,799
2	95,288	97,670
3	99,089	101,566
4	101,993	104,543
Class 11		
1	99,089	101,566
2	101,993	104,543
3	105,047	107,673
4	109,203	111,933
Class 12		
1	105,047	107,673
2	109,203	111,933
3	112,865	115,687
4	115,289	118,171
Class 13		
1	112,865	115,687
2	115,289	118,171
3	119,113	122,091
4	120,895	123,917
Class 14		
1	119,113	122,091
2	120,895	123,917
3	126,494	129,656
4	132,097	135,399
Class 15		
1	126,494	129,656
2	132,097	135,399
3	137,698	141,140
4	143,296	146,878
Other Rates and Allowances Brief Description		
AHIS weekly allowance: Inconvenience and 6 incoming calls after/before normal working hours	396.58	406.49
For each call above 6 incoming calls in an AHIS roster period; not limited	19.42	19.91
Extra per public holiday falling on a weekday	121.67	124.71
Out of hours disturbance (AHIS Supervising Officers)	39.08	40.06

PART C

MEMORANDUM OF UNDERSTANDING

PARTIES

The parties to this Memorandum of Understanding are:

The Director-General, Department of Premier and Cabinet (Office of Environment and Heritage) ("OEH");
AND

The Public Service Association and Professional Officers' Association- Amalgamated Union of New South
Wales; and

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch).("the unions").

1. Introduction

- 1.1. This Memorandum of Understanding reflects the agreement reached between OEH and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.
- 1.2. This Memorandum will be implemented through two awards -

The Crown Employees (Office of Environment and Heritage) General - Conditions of Employment Revised Award 2012, and

The Crown Employees (Office of Environment and Heritage) Parks and Wildlife - Conditions of Employment Revised Award 2012.

Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.
- 1.3. The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the Public Employment and Management Act 2002.
- 1.4. The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.
- 1.5. The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative
- 1.6. This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.
- 1.7. The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.
- 1.8. The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.
- 1.9. The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non- Award

- 2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within OEH and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.
- 2.2 Country, Culture and Heritage Division : (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.
- (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
 - (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
 - (c) The parties agree that all other staff currently employed within the Country, Culture and Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions effected by subclause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
 - (d) The parties agree that all staff transferred from the Country, Culture and Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2012 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.
- 2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards.
- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division (EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
 - (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an increment that would take them past their previous personal salary.
 - (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 517 allowance currently paid to these officers will cease but the equivalent amount will

be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.

- (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.

- 2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a

review of the operation of competency standards as currently applied in respect of rangers.
review of roles of Senior Rangers.

- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.

- 2.5 Review of Remote Areas Allowance : The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards

- 3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.

- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."

- 3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.

- 3.4 Pattern of Hours Worked and Flexitime : (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;

- (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7.30 a.m. and ceasing at 6.00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;

- (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.

- 3.5 Incident Conditions : (a) the parties agree to include within the new The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award.

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller

Safety officer

Situation Officer

Situation Unit Leader

Resource Officer

Resources Unit Leader

Air Attack Supervisor

Air Operations Manager

Air Base Manager

Air Observer.

- (a) the parties further agree, that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
- (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth
- (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Service Salaries) Award since 1997.
- (d) the parties agree that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.

3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$347.48 per

week with an additional amount of \$106.60 for each public holiday that falls on a weekday in a roster week;

- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
- (c) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.

3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:

"The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, eg, for technical competency and legal requirements; position descriptors will include qualifications. "

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) OEH will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
 - Higher Education Contribution Help scheme Fee; or
 - TAFE compulsory fees: or
 - Compulsory post-graduate fees; or
 - Compulsory full fee paying course fees
 will be reimbursed by OEH in accordance with the guidelines following.
- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
 - (a) is their first qualification as an employee of OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive; or
 - (b) is their second or successive qualification as an employee of OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive.
- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.

- (vi) At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of OEH, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in OEH prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- (viii) Staff members who received prior approval for study assistance:
 - (a) under this clause or similar clause/policy of a related entity, and
 - (b) commenced the approved course/subject under the award or policy at the time, and
 - (c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.
- (ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv) (a)(b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

ATTACHMENT 2

DEC General As Part Of Current EPA Flexitime Clause BGT Determination and DEC (PWD) Clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; ie, start/finish times and days of the week for 7-day roster workers.
- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.
 - A. Flexitime
 - (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
 - (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
 - (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
 - (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.

- (v) Employees may carry forward to the next settlement period, in accordance with i) and ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexidays can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

LIVESTOCK HEALTH AND PEST AUTHORITIES SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 246 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1A	Parties
1B	Demarcation
2.	Definitions
3.	Industry and Scope of Award
4.	Contract of Employment
5.	Classifications and Salary Structures
6.	Competency and Training
7.	Hours of Work
8.	Overtime
9.	Recreation Leave
10.	Recreation Leave Loading
11.	Long Service Leave
12.	Public Holidays
13.	Special Leave
13A.	Leave for matters arising from Domestic Violence
14.	Short Leave
15.	Sick Leave
15A.	State Personal and Carer's Leave Case
16.	Parental Leave
16A.	Lactation Breaks
17.	Dissolution of a Board
18.	Change, Redundancy and Termination
19.	Removal Expenses
20.	Conference Attendance and Industrial Leave
21.	Living Allowance
22.	Travelling Allowance
23.	Accommodation Allowance
24.	Camping Allowance
25.	Protective Clothing and Equipment
26.	Horse Allowance
27.	Dog Allowance
28.	Flying Allowance
29.	Motor Vehicle Usage and Allowance
30.	Telephone Expenses
31.	Home Office Allowance
32.	Deduction of Association & Union membership fees
33.	Indexation of Allowances

- 34. Dispute Settling Procedures
- 35. No Extra Claims
- 36. Anti-Discrimination
- 36A. Secure Employment
- 37. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

Table 3 - Long Service Leave Accrual

PART A

1A. Parties

The parties to this award are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) The Livestock Health and Pest Authorities Division
- (iii) Livestock Health and Pest Authorities State Management Council, and
- (iv) The Australian Workers' Union, New South Wales.

1B. Demarcation

It is recognised by the parties to this award that the Union shall have coverage of the Level 1, Level 2, and Senior Field Assistant classifications and that the Association shall have coverage of all other classifications under the award being Customer Service Officers, District Veterinarians, Senior District Veterinarians, General Managers, Office Coordinators, Rangers and Senior Rangers.

2. Definitions

- 2.1 "Authority" shall mean the Livestock and Health Authority in which the employee serves.
- 2.2 "Headquarters Authority" shall mean the Authority in whose district the headquarters of an employee is situated.
- 2.3 "Chairperson" shall mean the Chairperson of the Livestock Health and Pest Authority Board of Directors.
- 2.4 "Director" shall mean those persons duly elected or appointed as Directors under the Rural Lands Protection Act.
- 2.5 "Department" shall mean the NSW Department of Primary Industries.
- 2.6 "Council" shall mean the Livestock Health and Pest Authorities State Management Council.
- 2.7 "Industrial Committee" shall mean the Livestock Health and Pest Authorities State Management Council Industrial Committee
- 2.8 "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union.

- 2.9 "Union" shall mean The Australian Workers' Union, New South Wales
- 2.10 "Joint Consultative Committee" shall be a committee comprising the Chair of the LHPA Departmental Committee, one member of each vocational group and a nominee of the Association and the Union and not more than an equal number of members of the Council.
- 2.11 "Legal Training Courses" shall mean those Legal Training Courses conducted by the Department or Council.
- 2.12 "Customer Service Officer" shall mean that category of employee qualified and appointed to assist in the administrative requirements and duties of the Authority under clause 5.3.
- 2.13 "District Veterinarian" shall mean that category of employee employed to carry out duties under section 43 of the *Rural Lands Protection Act* 1998, qualified and appointed to an Authority under clause 5.1.
- 2.13(A) "Senior District Veterinarian" shall mean that category of employee qualified and appointed under clause 5.1(A).
- 2.14 "Field Assistant" shall mean that category of employee qualified and appointed to assist in the field operations of the Authority under clause 5.6.
- 2.15 "General Manager" shall mean that category of employee qualified and appointed under clause 5.2
- 2.16 "Office Coordinator" shall mean that category of employee qualified and appointed under clause 5.4 of this Award.
- 2.17 "Ranger" shall mean that category of employee qualified and appointed to perform duties as Ranger in an Authority's district under clause 5.5.
- 2.17(A) "Senior Ranger" shall mean that category of employee qualified and appointed under clause 5.5(A).
- 2.18 "Temporary Employee" is one who is employed for a fixed term.
- 2.19 "Casual Employee" is one who is employed from time to time to do work as and when required with employment being a series of hourly or daily hirings. The employment ends at the completion of each engagement.
- 2.20 "Month" shall mean calendar month.
- 2.21 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act* 2007.

3. Industry and Scope of Award

This award shall apply to the employment relationship between Livestock Health and Pest Authorities and the employees of Authorities for whom terms and conditions of employment are included in this award, in the performance of work within each Authority's district in or in connection with or incidental to the Rural Lands Protection Act, the Stock Diseases Act, and any other relevant legislation, including the following:

- (a) the levying and collection of general and animal health rates in respect of rateable land;
- (b) the provision of animal health services;
- (c) the care, control and management of travelling stock reserves and camping reserves;
- (d) the care, control and management of stock watering places;
- (e) the suppression and destruction of pest animals and pest insects;

- (f) registering stock brand designs, earmark designs, ear tattoo designs, tail tags and other means prescribed by the relevant regulations for identifying stock on holdings; and
- (g) any other duties as required by an Authority that are relevant to such legislation.

4. Contract of Employment

4.1 Wherever possible, full-time employment should be implemented.

4.2 Part-time Employees -

- (a) Authorities may employ persons on a part-time basis in any area of operation of the Authority. A part-time employee is, for all purposes of the award, entitled to the same terms and conditions as a full-time employee, provided that in all cases entitlement is determined on a pro rata basis.
- (b) The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the General Manager and such agreement shall be set out in writing, provided that, in the absence of an agreement, the minimum number of hours worked shall be seven hours 36 minutes (i.e. one day).
- (c) Once the hours to be worked are agreed upon, any time worked at the direction of the General Manager by part-time employees in excess of 38 hours per week shall be deemed to be overtime and the overtime provisions of this award shall apply.
- (d) A part-time employee may work less than five days per week.
- (e) Part-time employment shall not act to the detriment of full-time employees and no full-time employee shall be required to work part-time.
- (f)
 - (i) A person who is initially employed to work part-time may elect to work full-time at any time, subject to the Authority's convenience and the availability of work for the classification and grade of the position.
 - (ii) A full-time staff member who, with the approval of the General Manager, elects to work part-time for a set period will be guaranteed the right of return to full-time work at the end of the period, provided that this is specified, negotiated, and agreed in writing by the General Manager at the outset.
 - (iii) Full-time staff members who elect to work part-time and who have not specified that they wish to return to full-time work may elect to return to full-time work at any time, subject to the Authority's convenience and the availability of work for the classification and grade of the position.
- (g) Job sharing - The policy of job sharing is agreed. Procedures will be as agreed between the parties to this award.
- (h) If any dispute arises in relation to the application or operation of this clause, the dispute settling procedures contained elsewhere in this award shall be used.

4.3 Temporary Employees -

- (a) Authorities may employ persons on a temporary basis.
- (b) The period of employment shall be notified in writing to the employee at the commencement of the employment and any extensions thereof.

- (c) Such persons shall be entitled to the appropriate award salary rate and conditions during the term of the employment.

4.4 Casual Employees - Authorities may employ persons on a casual basis.

Such persons shall be paid the appropriate salary rate on a pro rata basis, plus 15 per cent, together with 1/12 of 115 per cent pro rata salary in accordance with the *Annual Holidays Act 1944*.

5. Classifications and Salary Structures

The award is a paid rates award and the salaries set out in Part B - Monetary Rates, are the maximum salaries payable to the classifications unless the Council, pursuant to Section 24 (2) (g) of the Rural Lands Protection Act otherwise determines. Individual staff of an Authority are entitled to salary sacrifice that part of their salary as agreed between the staff member and the General Manager. An Authority shall, on the request in writing of a member of the Association or Union, deduct fortnightly membership fees from the salary of that employee, in accordance with Council policy.

The parties objectives in this Award are to give employees access to fair pay increases; and improve the cost effectiveness of Authorities in New South Wales.

5.1 District Veterinarians

5.1(A) Senior District Veterinarian

The salaries of Senior District Veterinarians shall be as set out in (1A) of Table 1-Salaries, of PART B, Monetary Rates.

- 5.1(A).1 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by the Council.

The salaries of District Veterinarians shall be as set out in (1) of Table 1 - Salaries, of Part B, Monetary Rates.

- 5.1.1 An additional per annum allowance of the amount set out in 1.1 of the said Table 1 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts. No further increases to apply to the allowance set out in this subclause.
- 5.1.2 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager, in accordance with Guidelines issued by the Council.
- 5.1.3 New appointments to be at the level and grade appropriate for the experience and skill of the appointee.
- 5.1.4 Progression between years in Grades 1, 2 and 3 is subject to 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by the Council as provided by policies and guidelines issued from time to time by the Council. It is also subject to:
 - (i) Demonstrating to the General Manager, the achievement of the animal health plan goals, with due consideration of any changed circumstances.
 - (ii) Demonstrating to the General Manager, flexibility in meeting the Authority and Ratepayer requirements in the previous year.

- (iii) Demonstrating to the General Manager, working as part of a team with other staff of the Authority.
- (iv) The General Manager is to coordinate items (i) (ii) and (iii) above.

5.1.5 Progression from Grade 1 to Grade 2 shall be by application by the District Veterinarian to the General Manager and assessment (which shall be organised by the General Manager), by the General Manager and the Regional Veterinary Officer for the district, or in their absence, another district, that the following criteria have been satisfied:

- (i) Satisfactory completion of 12 months service at maximum level of Grade 1.
- (ii) Authority as Inspector under the Stock Diseases Act.
- (iii) Completion of the following training courses:
 - (a) Stages 1,2 and 3 Legal Training courses.
 - (b) Communications Skills Training course.
 - (c) Training in Supervision of 1080.
 - (d) Infringement Notice Training.
- (iv) Familiarity with and ability to interpret Industry & Investment NSW Animal Health Policy.
- (v) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate requirements for movement of livestock.
 - (d) Natural disaster relief policies.
 - (e) *Stock (Chemical Residues) Act 1975.*
 - (f) *Veterinary Surgeons Act 1986.*
 - (g) *Prevention of Cruelty to Animals Act 1979.*
 - (h) *Exotic Diseases of Animals Act 1991.*
- (vi) Demonstrated the following:
 - a. An animal health plan (AH plan) has been submitted each year which meets core requirements of State and National programs
 - b. Core State and National program goals as outlined in the AH plan are satisfactorily addressed.
 - c. Core reporting requirements in the AH plan are met in a timely manner
 - d. Supervisor of Rangers in Animal Health regulatory duties
 - e. Executive Officer to the AH Committee of the Authority

- f. Ability to locate and interpret relevant AH policy documents
- g. Ability to locate and interpret interstate movement requirements
- h. Competency in basic computer skills to meet requirements of the AH system
- i. Attended Emergency Management one day course or equivalent
- j. Meeting standards for recording AH events within the district for certification and surveillance
- k. Undertaking Continuing Professional Education to meet guidelines of the Veterinary Surgeons Board
- l. Regular attendance at Regional AH meetings
- m. Obtain accreditation under EADP training program to Field Surveillance Veterinarian standard.

5.1.6 Progression from Grade 2 to Grade 3 shall be by application by the District Veterinarian with supporting documentation to the General Manager. The General Manager shall comment on the application and shall organise an assessment by a panel comprising a nominee of the Authority, a Regional Veterinary Officer from another district, and a nominee of the Association of District Veterinarians of at least Grade 3, that the following criteria are satisfied:

- (i) Satisfactory completion of 12 months at maximum level of Grade 2.
- (ii) Demonstrated the following:
 - a. The AH plan is integrated into a budgeted and resourced format
 - b. All major goals for local, state, and national programs as outlined in the AH plan have been satisfactorily addressed.
 - c. As Executive Officer, provide formalised documentation of regular AH committee meetings.
 - d. Coordination of training and development of staff for AH duties.
 - e. Attended training at Veterinarians course at the Australian Animal Health Laboratory.
 - f. Regular contribution to Regional Animal Health meetings.
 - g. Involvement in discussions of policy changes at Regional Health meetings.
 - h. Contribution to the Animal Health system as a whole.
- (iii) Competence in the following fields:
 - a. Epidemiology - having attended a workshop or obtained skills equivalent to those offered by Epidemiology for Field Veterinarians.
 - b. Diagnosis of diseases of important livestock species.
 - c. Gross pathology of livestock species.
 - d. Knowledge of the economic impact of diseases of important livestock species.

- e. Advising on diseases important to livestock systems within the district.
- f. Livestock management systems of significance within the district.

5.1.7 Accelerated Progression

- (i) The Industrial Committee of the Council may grant accelerated progression in Grades 2 and 3 from one year to any other year in the same Grade, on written application from the District Veterinarian to the General Manager, who shall forward it, together with their comments, to the Animal Health Manager of the Council.

Such application is to demonstrate that:

- (a) General duties within the Authority are being performed by the District Veterinarian at a superior level (to be assessed by the General Manager of the Authority, after consultation with Regional Veterinary Officer),
 - (b) A major or significant contribution to an Authority, Regional, or State-wide issue affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Animal Health Manager of the Council).
- (ii) The progression shall take effect from one (1) month after the date of lodgement of a successful application to the General Manager.
 - (iii) In all cases where an application is refused, the District Veterinarian must receive a written explanation from the Council.

5.1.8 Progression from Grade 3 to Grade 4 shall be by application (in triplicate) by the District Veterinarian with supporting documentation to the General Manager. The General Manager will comment on the application and shall forward the application to the CEO of the Council. The CEO will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, a nominee of the Council and a nominee of the Association of District Veterinarians at Grade 4 level. At least one panel member should have sat on a previous panel. An authority Director may sit as an observer.

- (i) The following criteria must be satisfied:
 - a. Satisfactory completion of 12 months on maximum level of Grade 3.
 - b. The AH committee has been heavily involved in the planning, budgeting and evaluation of the plan.
 - c. Provided Authority or AH committee with briefings on AH issues that have local, Regional or State implications.
 - d. Demonstrate that, where appropriate, a team approach with leadership by the DV is utilised to achieve AH plan objectives.
 - e. Membership of the Australian College of Veterinary Scientists in a subject relevant to the duties of a DV or equivalent post-graduate qualification.
 - f. Competencies sufficient to be accredited under the EADP to perform a Control Centre role.
 - g. Demonstrated continuing, active and high quality contribution to the State AH system as a whole, with major or significant contributions to State-wide animal health programs.

- h. Demonstrate continuing and active contribution to debate and progression of Regional Animal health issues through the Regional Animal Health meetings and other means.
 - i. Briefing of Directors and staff on changes to AH policy changes and implications and where appropriate, provide training required by such changes.
 - j. High level of skill in the diagnosis, treatment, control, prevention, and management of Animal Health problems in the important livestock enterprises in the district.
 - k. Major input into the adoption of improved Animal Health practices by industry with evidence of substantial benefit.
 - l. Substantial high output of high quality advisory material.
 - m. Demonstrated cooperation with other functional areas, other disciplines, and other agencies.
 - n. High level of input into the planning and achievement of the Authority's corporate goals.
- 5.1.9 Progression from Grade 4 year 1 to Grade 4 years 2 and 3 shall follow 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by Council as provided by policies and guidelines issued from time to time by Council.
- 5.1.10 Progression between the years in Grade 4 shall be subject to the applicant demonstrating to the General Manager, in consultation with the Regional Veterinary Officer, that they are performing at the level that resulted in their progression to Grade 4.
- 5.1.11 For District Veterinarians who, at the commencing date of this Award were receiving Grade IV year 1 salary, progression to Grade 4 years 2 and 3 shall be subject to the applicant undertaking and meeting the criteria and process as set out in clause 5.1.10.
- 5.1.11.1 For District Veterinarians who, at the commencing date of this Award, were receiving Grade II year 3 salary under the previous award, progression to Grade 3 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.6.
 - 5.1.11.2 For District Veterinarians who, at the commencement of this award, were receiving Grade I year 3 salary under the previous Award, progression to Grade 2 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.5.
- 5.1.12 In all cases where an application for progression is refused, the District Veterinarian shall receive a written explanation of the reasons for the decision.
- 5.1.13 If any officer feels that any application for progression has not been reasonably treated, an appeal may be made to a tribunal consisting of State Management Council, a Regional Veterinary Officer and a District Veterinarian who has reached the grade being applied for.
- 5.1.14 The effective date of progression from Grade 3 to Grade 4 shall be one (1) month after the date of lodgement of a successful application.
- 5.2 General Managers
- The salaries of General Managers shall be as set out in (2) of Table 1-Salaries, of PART B, Monetary Rates

5.2.1 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Authority in accordance with Guidelines issued by Council.

5.2.2 General Manager

Responsibilities

1. Responsible for the Authorities' financial management through to Audit.
2. Responsible for the systems administration of the Authority's computer networks and resources.
3. Responsible for maintenance of all local Authority policy documents.
4. Responsible for ensuring that all staff comply with OH&S policy of the organisation.
5. Co-ordination of policy development and planning for Directors and staff and subsequent implementation.
6. Co-ordination and implementation of training on management and operational plan performance.
7. Co-ordination and implementation of training of Directors and staff.
8. Human Resource Management including but not limited to salary and allowances, leave, other entitlements, problems, counselling and complaints.
9. Providing all staff with relevant advice on Board decisions, Council matters and Board/Authority requirements for advice or action by staff.
10. Co-ordination and Assisting Directors and staff to prepare management and operational plans and subsequent review and measurement of these plans.
11. Facilitation of regular staff meetings and management meetings with Chairman and senior staff.
12. Provide guidance and support to administrative and other staff in customer relations.
13. Management of activities of all staff, to ensure that the Authority is operating efficiently, recognising that individual staff in certain circumstances are responsible for the technical and regulatory requirements of their position under the Veterinary Surgeons Act, *Stock Chemical Residues Act*, and *Stock Diseases Act*.
14. Monitoring staff performance against agreed targets of all staff.
15. Provide leadership to the staff of the Authority to promote a harmonious and professional workplace.

Qualifications:

- (i) Financial Management Skills at a high level.
- (ii) Supervision qualifications; or demonstrated skills in supervision; or relevant quality experience in supervision.
- (iii) Special skills in an area which significantly assists the Authority in its functions.

- (iv) Knowledge of the Award, its application, and relevant industrial relations practices, including dispute settling procedures and disciplinary procedures.
- (v) Management qualifications or quality experience in management.
- (vi) Knowledge of management strategies.
- (vii) Organisational skills.
- (viii) Advanced written and oral presentation skills.
- (ix) Knowledge of Information Technology systems
- (x) External applicants for the position of Manager Grade 3 would be expected to have an appropriate tertiary qualification in either business, finance, management, human resource management, or some other qualification deemed equivalent by the selection committee.

Progression

- (i) After initial appointment, progression to years 2 and 3 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The Board shall forward the application and certificate to the Council for approval to progression.
 - (c) The Council shall certify whether the Authority has received a satisfactory audit management letter and the statutory report, function management plans and annual report of the Authority have been satisfactorily completed and lodged on time in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on supervision and conflict resolution approved by the Council.
- (iii) Progression to year 3 is subject to attending and completing a course on Human Resource Management that adds to management ability, as approved by the Council.

5.3 Customer Service Officers

The salaries of Customer Service Officers shall be as set out in (3) of Table 1-Salaries, of Part B, Monetary Rates.

5.3.1 The first three (3) months of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by Council.

5.3.2 Initial appointments may be made to any Grade that is appropriate to the qualifications, competence and duties of the appointee.

5.3.3 Conditions for Normal Progression -

- (i) Progression from Grade 1 through to Grade 4 shall be by way of completion of the number of years service at each level. The progression shall be subject to satisfactory conduct and performance, as assessed by the officer's supervising officer, and subject to approval by the General Manager.

- (ii) Staff who complete one year of service on Grade 1 shall be eligible to progress to Grade 2, year 1 subject to meeting progression criteria in subclause (i).
- (iii) Staff who complete one year of service on Grade 2 year 1 shall be eligible to progress to Grade 2 year 2, subject to meeting progression criteria in subclause (i).
- (iv) Staff who complete one year of service on Grade 2 year 2 shall be eligible to progress to Grade 3 year 1, subject to meeting progression criteria in subclause (i).
- (v) Staff who complete one year of service on Grade 3 year 1 shall be eligible to progress to Grade 3 year 2, subject to meeting progression criteria in subclause (i).
- (vi) Staff who complete one year of service on Grade 3 year 2 shall be eligible to progress to Grade 4 year 1, subject to meeting progression criteria in subclause (i), and subject to completing the following training courses as approved by Council:
 - (a) Customer Focus for Supervisors Training.
 - (b) Legislation Training.
 - (c) Conflict Resolution Training.
- (vii) Staff who complete one year of service on Grade 4 year 1 shall be eligible to progress to Grade 4 year 2, subject to meeting the progression criteria in subclause (i).
- (viii) Staff who complete one year of service on Grade 4 year 2 shall be eligible to progress to Senior Customer Service Officer Level 1, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by Council:
 - (a) Leadership for Supervisors Training or equivalent training as determined by Council.
 - (b) Records Maintenance Training.
 - (c) OH&S Basic Training, and
 - (d) Thorough knowledge of Authority Policy and Procedures as assessed by a written assessment task by the officers supervising officer.
- (ix) Staff who complete one year of service on Senior Customer Officer Level 1, shall be eligible to progress to Senior Customer Service Officer Level 2, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by Council:
 - (a) Financial Services Certificate III from TAFE or such other qualifications and experience as Council considers equivalent.

5.3.4 The assessment of an employee's conduct and performance may be on an annual basis; however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the General Manager of any decision and the reasons for such a decision if it is a deferment of the increment.

5.3.5 Accelerated Progression -

An Authority may grant accelerated progression to any year of any Grade if the General Manager certifies, after consultation with the supervisor, that the employee is performing above expectation in their current grade and work is available to perform at the higher level.

5.3.6 Conditions for Accelerated Progression -

- (i) An application for accelerated progression may be made by an employee who may have relevant qualifications and experience and who, by the nature and manner of the work performed, demonstrates high levels of performance.
- (ii) An application for accelerated progression must be made in writing to the General Manager. The application will be accompanied by a recommendation from the Supervisor giving the reasons for support or non-support of the application.
- (iii) The accelerated progression shall take effect from one month after the date of lodgement of a successful application.
- (iv) If, on receipt of an application, a General Manager makes a decision not to approve the accelerated progression, it shall, as soon as practicable, notify the applicant in writing of the decision, setting out the reasons for the decision.

5.3.7 If a Customer Service Officer is dissatisfied with the decision of the General Manager on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.

5.3.8 A Senior Customer Service Officer must supervise other staff if required by the Authority.

5.3.9 Acting as Office Coordinator, General Manager.

- (i) Customer Service Officers who are directed by the Authority to act as General Manager for five consecutive working days or more shall receive the rate of pay as General Manager for the period of relief.
- (ii) Senior Customer Service Officers who are directed by the Authority to act as Office Coordinator for five consecutive days or more shall receive the rate of pay as Office Coordinator for the period of relief.
- (iii) Senior Customer Service Officers who are directed by the Authority to act in the position of General Manager for five consecutive days or more, shall receive the rate of pay as General Manager.
- (iv) No allowance is paid for less than five consecutive working days' relief.
- (v) The General Manager will direct who will act in the position, and for how long, each time this is necessary, consistent with E.E.O. principles.

5.4 Office Coordinators

The salaries of Office Coordinators appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009 shall be as set out in (4) of Table 1-Salaries, of PART B, Monetary Rates

5.4.1 First year of service in the Authority system is on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by the Council.

The salaries of Office Coordinators shall be as set out in (4) of Table 1 - Salaries, of Part B, Monetary Rates.

5.4.2 Responsibilities

1. Coordinate the functions of the Authority offices including customer service, information systems, land database, transfers, stock identification, sales, accountable books, generation of rates and returns, reminders and follow up action on rates and returns.

2. Responsible for the supervision of all Customer Service Officers (CSO), including assessing, recommending, and coordinating training requirements.
3. Coordinate regular CSO meetings.
4. Implementation of the Authority's customer service charter, responsible for maintaining high standard of internal and external customer service.
5. End of month financial processing and generation of financial reports for the General Manager.
6. Responsibility for payroll.
7. Executive support to the General Manager
8. Delegated authority of District Registrar, other delegations as approved by the General Manager eg: annual stock movement permits, searches, drought claims.
9. Act in higher duties when the General Manager is absent including executive secretary to the Board of Directors. Coordinate board papers, meetings, take and action minutes.
10. Training of Senior Customer Service Officers to act in the position of Office Coordinator (OC) during absences of the OC and when the OC is acting in higher duties during the General Manager's absences.

5.4.3 The assessment of an employee's conduct and performance may be on an annual basis, however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the General Manager of any decision and the reasons for such decision if it is a deferment of the increment.

5.4.4 If an Office Coordinator is dissatisfied with the decision of the General Manager on the question of progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.

5.4.5 Acting as General Manager

Office Coordinators who are directed by the Authority to act as General Manager for five consecutive working days or more shall receive the rate of pay of General Manager, for the period of relief. No allowance is paid for less than five consecutive working days' relief.

5.5 Rangers

5.5(A) Senior Rangers

The salaries of Senior Rangers shall be as set out in (5A) of Table 1-Salaries, of PART B, Monetary Rates

5.5(A).1 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by the Council.

In this clause any reference to the position of manager or executive officer is taken to include the position of General Manager.

The salaries of Rangers shall be as set out in (5A) of Table 1 - Salaries, of Part B, Monetary Rates.

5.5.1

- (i) First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager after consultation with the District Veterinarian or Veterinary Officer, and the Senior Ranger (if any) or the supervising Ranger in accordance with Guidelines issued by the Council.
- (ii) Initial appointment may be to any step in Grades 1 and 2, subject to being qualified and passing a Performance Assessment, if applicable.
- (iii) A person must continue to hold certification as Authorised Control Officer or Inspector of Stock to qualify holding the position of Ranger.
- (iv) The positions of Grade 3 Ranger, Grade 4 Ranger, and Managing Ranger Grade 5 require current certification as Authorised Control Officer and Inspector of Stock. Loss of certification as an Authorised Control Officer or Inspector of Stock disqualifies a person from holding those positions.

5.5.2 Allowances

- (i) A weekly supervisor's allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, is payable to Field Assistants, Senior Field Assistants, and Rangers, who are directed by an Authority to supervise the work of a Ranger or Field Assistant or contractor.
- (ii) The weekly allowance is payable for supervising for part of a week. The allowance is not payable during the weeks that supervision is not directed; during 5 days leave or more; nor on termination payment.
- (iii) If a Ranger or Senior Ranger holds a Diploma or Degree, which Council considers relevant, then an amount set out in (5) of Table 1- Salaries, of Part B, Monetary Rates, shall be paid as salary to the employee.

5.5.3 Conditions for Normal Progression

- (i)
 - (a) Progression from Grade 1 through to Grades 2, 3, 4 to Grade 5 Level 2 shall be by way of completion of the number of years of service at each grade and subject to certification by the General Manager, after consultation with the District Veterinarian or Veterinary Officer and the Senior Ranger that the Ranger is performing satisfactory service, and has completed all the required units of study. This includes the required units of study for previous grades.
 - (b) Progression of Rangers (and all other classifications under the Award) will not be impeded if courses or units of study are not available; "not available" being defined as "there is no course/module available and there are no future plans by any organisation to develop training/module for that particular competency (it does not mean that the course is not available until later in the year)". It is also agreed that an employee who progresses under these terms must undertake to do the next available course/module that becomes available whether that be a replacement competency determined by Council or one that is scheduled in the Award. An employee who does not undertake to do this progression requirement shall not be allowed progression. If an employee does not complete the training/module when it becomes available then he/she shall regress back to his/her previously held grade.

- (ii) The effective date of progression from Grade 1 through to Grades 2, 3, and 4 shall be the anniversary of the commencement date of employment, except for progression to Level 2 for persons employed at the commencement date of this award.
- (iii) Progression to Grade 2 Year 1 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S Greencard
 - (b) RLPB - Organisation, policy, structure & functions
 - (c) Legislation principles
 - (d) Rangers role, Saleyard duties & functions
 - (e) Chemical Application & Risk Management (AQF 3 or 4)
 - (f) 1080 Authority and Authorised Control Officer
OR Specimen Collection (for Animal Health Specialist Rangers)
 - (g) Vertebrate Pests course, or passing the examination on the Rangers Manual OR Introduction to Anatomy & Physiology (for Animal Health Specialist Rangers)
- (iv) Progression to Grade 2 Year 2 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S
 - (b) Compliance Principles
 - (c) Interstate Health Requirements
 - (d) Livestock recognition, handling & tracing
- (v) Progression to Grade 2 Year 3 Level 2 shall be subject to passing the following units of study:
 - (a) Communication and Interpersonal Skills
 - (b) Client Services
 - (c) Self Enforcement Infringement Notice Training
 - (d) Prograze OR Introduction to Pathology (for Animal Health Specialist Rangers)
- (vi) Progression to Grade 3 shall be organised by the General Manager and shall be subject to:
 - (a) Two (2) years service as a Ranger
 - (b) Passing all the units of study for Grades 1, 2, and 3 at level 2 standard
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian
 - (d) Passing a progression review by a panel consisting of a nominee of the Authority; the Senior Ranger r; the Regional Veterinary Officer; and an Agricultural Protection Officer of the Department certifying that all of the following criteria have been met:

1. Demonstrated suitable experience and ability to a standard required by the Authority to perform the functions of an Authorised Control Officer, a Stock Inspector, and a Ranger carrying out duties in connection with Travelling Stock reserves as appropriate.
 2. Ability to exercise all appropriate functions under:
 - (a) *Stock Diseases Act 1923*.
 - (b) *Rural Lands Protection Act 1998*.
 - (c) Interstate Stock Movements.
 - (d) Disaster Relief.
 3. Ability to advise on and implement programs in:
 - (a) Animal Welfare.
 - (b) Noxious Weed Control as it relates to Travelling Stock Reserves if applicable, and Pest Animal harbour.
 - (c) Pest Control if applicable.
 - (d) Integrated Pest Management.
 - (e) Animal Health Programs for the District.
 4. Demonstrated experience and ability to:
 - (a) Work without supervision.
 - (b) Have input into Authority Policy formulation.
 - (c) Prepare adequate reports to the Senior Ranger.
 - (d) Maintain adequate documentation of files and records.
 - (e) Represent the Authority and the Department in prosecutions if required by the Authority.
 - (f) Organise Field Days for ratepayers.
 - (g) Perform general duties in a competent manner
- (vii) If an Authority requires the services of a Specialist Animal Health Ranger, then as an alternative to subparagraph 5.5.3(vi), the Authority may approve following criteria for progression to Grade 4:
- (a) Passing an examination for Specialist Ranger on the Ranger's Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current award or previous 2004 or 2002 Award, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (b) Two (2) years service as a Ranger (providing that Council may approve a lesser period in a special case);

- (c) Passing a progression review by a panel consisting of a nominee of the Authority; the Senior Ranger (if any) or the supervising Ranger; the Regional Veterinary Officer or their representative and a nominee of the Department certifying that all of the following criteria have been met:
 - (d) Demonstrated suitable experience and ability to a standard required by the Authority and the Department to perform OJD functions or Footrot functions or any other functions which the Council approves on a case by case basis.
 - (e) Demonstrated that the Specialist Ranger is performing at a high level of skill in the speciality; and achieving a sustained high output of advisory work.
- (viii) Progression to Grade 3 Level 2 shall be subject to passing the following units of study:
- (a) Office systems practice
 - (b) Train Small Groups
- (ix) Progression to Grade 4 shall be organised by the General Manager and shall be subject to:
- (a) Five (5) years continuous service as a Ranger
 - (b) One (1) year service on Grade 3
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current 2007 Award or previous 2004 or 2002 Awards, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (d) Demonstrating to the General Manager, who shall consult with the District Veterinarian or Veterinary Officer and the Senior Ranger (if any) or the supervising Ranger that they are performing at a level that resulted in their progression to Grade 3.
- (x) Progression to Grade 4 Level 2 shall be subject to passing the following units of study:
- (a) Legislation Practices
 - (b) Compliance Practices
 - (c) Financial Planning and Budgeting
 - (d) Infected Premises Security Coordinator OR Infected Premises Site Supervisor
 - (e) Chemical Application & Risk Management (AQF 3 or 4)

5.5.4 Appointment of Ranger Grade 5

- (a) Appointment to Ranger Grade 5 depends on:
 - (i) Establishment of the position by the Authority.
 - (ii) Supervising at least two other Rangers.
 - (iii) Being required by the Authority to perform all of the duties in paragraph 5.5.4 (b) (ii) of this subclause.

- (iv) Passing the Performance Assessment. The position must be established before application can be made for assessment.
- (v) Salary is paid from date of appointment by the Authority.
- (b) Appointment to Ranger Grade 5 shall be subject to:
 - (i) Meeting all the requirements of the position of Ranger Grade 4; and
 - (ii) Passing an assessment on the following duties by a panel consisting of a nominee of the authority (other than a Director or staff member of that authority); a nominee of the Council; and a current Managing Ranger. At least one (1) panel member should have sat on a previous panel.
 - (a) Supervise all field staff and contractors (excluding District Veterinarian and specialist animal health staff).
 - (b) Manage the Authority's Vertebrate Pest Control Policy and responsibilities.
 - (c) Develop and manage the Authority's land management plans, operations, reporting policies and responsibilities as appropriate.
 - (d) Budgeting and financial management of the Authority's field operations (excluding animal health).
 - (e) Co-ordination with other Authority staff and staff of other Authority's and Agencies.
 - (f) Manage the training of field staff.
 - (g) Being actively involved in the recruitment of field staff and contractors.

5.5.5 Progression to Ranger Grade 5 Level 2 shall be subject to (ii) passing the following units of study:

- (i) Selection Techniques
- (ii) Team Development for Supervisors (Frontline Management)
- (iii) Innovation for Supervisors
- (iv) Operational Management
- (v) Customer focus for Supervisors
- (vi) Leadership for Supervisors
- (vii) OHS for Supervisors
- (viii) Restricted Area Movement and security OR Infected Premises Operation Manager

5.5.6 Accelerated Progression -

The Authority may grant accelerated progression from Grades 1 and 2 to any year in Grade 2 at any time if the General Manager certifies that the Ranger is qualified for the progression; has completed all the required Units of study; and is performing above expectation.

Accelerated progression shall take effect from one (1) month after the date of lodgement of a successful application for accelerated progression.

5.5.7 Progression Dates

- (i) The effective date of progression to each Grade or year within a Grade shall be the anniversary of the commencement date of employment.
- (ii) If an employee is granted accelerated progression the employee shall have a progression date one year after the accelerated progression date.
- (iii) If progression date is subject to passing a course, and the course is not available at the date of normal progression, and an application for progression has been made one (1) month before the normal progression date, and if the course is successfully completed, then the progression date is 1 month after a successful written application for progression.
- (iv) The effective date of progression to Level 2 in each Grade is the date that the employee passes all the required units of study, completed the required years of service, is performing satisfactorily as certified and approved by the General Manager provided that progression to Level 2 in all Grades shall not be before 1 July 2005.

Appeal

5.5.8 If a Ranger is dissatisfied with the decision of the General Manager on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34 Dispute Settling Procedures.

5.5.9 The Council may, with the agreement of the Executive of the Rangers Association, substitute a Unit of study for another Unit of study.

5.6 Field Assistants - The salaries of Field Assistants shall be as set out in (6) of Table 1 - Salaries, of Part B, Monetary Rates.

5.6.1

- (i) First year of service in the Authority system on a continuous basis is probationary.
- (ii) Initial appointment may be to Level 1 Field Assistant or Level 2 Field Assistant, depending on the duties required to be performed.

Classification Structure for Appointment of Field Assistants:

5.6.2 Level 1 Field Assistant

Appointment to the position of Level 1 Field Assistant depends on the following:

- (i) establishment of the position by the Authority; and
- (ii) the person being capable of and required by the Authority to perform the following duties:
 - (a) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
 - (b) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
 - (c) Carry out pest insect control using chemicals, boomsprays, misters and hand sprays.
 - (d) Assist in any other tasks as reasonably required by the Authority.

5.6.3 Level 2 Field Assistant

Appointment to the position of Level 2 Field Assistant depends on the following:

- (i) establishment of the position by the Authority; and
- (ii) the person being capable of and being required by the Authority to perform the following duties:
 - (a) Assist Ranger carrying out pest animal control programs, for example:
preparation of bait material, bait deliveries, bait laying, area surveillance, spreading of myxomatosis and Rabbit Calicivirus Disease, use of fumigation equipment, dogging of rabbits.
 - (b) Assist Ranger carrying out pest insect control programs if applicable in employing Authority.
 - (c) Assist Ranger in saleyard monitoring of stock.
 - (d) Assist Ranger in lice inspections.
 - (e) Assist Ranger in impounding of stock.
 - (f) Assist District Veterinarian, Ranger or Footrot Advisory Officer in footrot eradication programs.
 - (g) Keep a daily diary and records on weed control, windmill repairs, water pumping repairs, maintenance on holding yards and any other records as required by the Authority.
 - (h) Assist Authority staff at Field Days.
 - (i) Fixes repair and maintenance vehicles, plant and equipment and carries out basic workshop duties.
 - (j) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
 - (k) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
 - (l) Carry out pest insect control using chemicals, boomsprays, misters and handsprays.
 - (m) Assist in any other tasks as reasonably required by the Authority.

5.6.4 Senior Field Assistant

Appointment to the position of Senior Field Assistant depends on the following:

- (i) Establishment of the position by the Authority;
- (ii) Two (2) years service as a Field Assistant or such other experience as the General Manager deems equivalent;
- (iii) The person being capable of and being required by the Authority to perform the following duties:

- (a) All the duties of a Level 2 Field Assistant at a superior level as determined by the General Manager.
- (b) Ability to work without supervision.
- (c) Capable of carrying out the OH&S policies of the Authority

6. Competency and Training

- 6.1 The Authority General Manager may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the Livestock, Health and Pest Authorities Salaries and Conditions Award as varied, provided that such duties are not designed to promote de-skilling.
- 6.2 The General Manager 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.
- 6.3 Any direction issued by a General Manager pursuant to subclauses 6.1 and 6.2 shall be consistent with the Authority's responsibilities to provide a safe and healthy working environment.

7. Hours of Work

- 7.1 Hours of work, exclusive of meal breaks, shall not exceed an average of 38 hours per week. Wherever possible, regularised hours of work should be maintained and rosters should be mutually agreed between the General Manager and the employee. A lunch break of at least 30 minutes must be given to and taken by all employees. No employee shall be required to work continuously for more than 5 hours without a break.
- 7.2 Where an employee, by agreement with the General Manager, works in excess of 38 hours in any one week, the employee shall be entitled to equivalent time off at a later time, that time to be mutually agreed between the General Manager and the employee concerned so that, over the period of time concerned, the average number of hours per week the employee works equals 38.
- 7.3 In the absence of an agreement to the contrary, time off in lieu of excess hours shall be acquitted within a four-week period of the excess hours being worked, so that over the four-week cycle the employee works a total of 152 hours.
- 7.4 Provided that, in the absence of an agreement to the contrary, time off in lieu of excess hours not acquitted within a four-week period of the excess hours being worked shall be forfeited.
- 7.5 Provided that an employee and an Authority may agree to either:
- (a) defer the taking of time off in lieu to a date beyond the four-week cycle; or
 - (b) defer the taking of the time off in lieu to be taken in conjunction with annual or other leave.
- 7.6 Provided that all excess time shall be acquitted within one year of its being worked so that, over the 52 weeks of any year, the average ordinary hours worked per week equal 38.
- 7.7 Rangers, General Managers and District Veterinarians are on call for 24 hours each day when it is a reasonable request.
- 7.8 A person leaving the service of an Authority with leave in lieu in credit at the date of ceasing duty is not entitled to the monetary value of the hours in credit.
- 7.9 The method to be used to calculate the hourly rate shall be as follows:

Fortnightly Salary = Annual Salary divided by 26.0714

Hourly Rate = Fortnightly Salary divided by 76.0000

8. Overtime

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

In this clause any reference to the general manager is taken to include a reference to the chairman of the board of the authority in respect of the general manager.

- 8.1 Overtime shall mean work done at the direction of the General Manager that is outside the ordinary hours of work from Monday to Friday inclusive and that is in excess of 7 hours and 36 minutes (7.6 hours) per day and which, from its character or from special circumstances, cannot be performed in accordance with arrangements under clause 7, Hours of Work.
- 8.2 Subject to subclause 8.3 of this clause an Authority may require an employee to work reasonable overtime at overtime rates.
- 8.3 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.
- 8.4 For the purposes of subclause 8.3 of this clause 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;
 - (iv) the notice (if any) given by the Authority of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 8.5 Payment for overtime worked shall not be made under this award without:
- (i) approval of the General Manager for the overtime worked; and
 - (ii) approval of the General Manager for the payment of overtime.
- 8.6 Approved paid overtime shall be paid at the following rates:
- (i) Time and one half for the first 2 hours of overtime then double time thereafter for overtime worked from Monday to Friday inclusive.
 - (ii) Time and one half for the first 2 hours of overtime then double time thereafter for overtime worked on a Saturday.
 - (iii) Double time for overtime worked on a Sunday.
 - (iv) Double time and one half for overtime worked on a public holiday. This clause should also be read in conjunction with clause 12.3 of this Award.
 - (v) Overtime rates are not fixed for meal times.
 - (vi) Deleted.
 - (vii) An employee who works overtime which is not continuous with ordinary working hours shall be paid a minimum payment as for two hours work at the appropriate rate as prescribed by this award.

- 8.7 After completion of the first continuous hour, overtime shall not be paid for periods of less than one-quarter of an hour.
- 8.8 The method to be used to calculate overtime shall be as follows:
- Fortnightly Salary = Annual Salary divided by 26.0714
Hourly Rate = Fortnightly Salary divided by 76.0000
which shall determine the ordinary-time (single) hourly rate.
- 8.9 To determine appropriate rates, the rate determined in subclause 8.8 of this clause shall be multiplied by 3/2 or 2 as the case may be.
- 8.10 Rangers, Field Assistants, General Managers, Office Coordinators, Customer Service Officers and District Veterinarians accept the system of leave in lieu of overtime as provided in this award.

9. Recreation Leave

- 9.1 Employees shall be entitled to paid recreation leave at the following annual rates:
- (a) 20 working days where the employee's principal work location is in a district in the Eastern Division.
 - (b) 26 working days where the employee's principal work location is in the Central or Western Division.
 - (c) Not more than 40 days recreation leave shall be allowed in any period of 12 months, except with the approval of the General Manager.
 - (d) An employee who as at 1 January 2009 was entitled to accrue recreation leave pursuant to this clause shall continue to accrue recreation leave at the rate at which they accrued such recreation leave as at 1 January 2009.
- 9.2 Recreation leave shall not accrue for a period in excess of 50 working days except with the approval of the General Manager and any excess will be forfeited, provided the Authority has not prevented the employee taking their leave when due or approval to accumulate more than the 50 working days had been granted by the General Manager.
- 9.3 Recreation leave hereunder shall be deemed to accrue from month to month and leave so accrued or any portion thereof may be granted to any employee by the Authority at such time as the General Manager deems convenient.
- 9.4 Where the employment of an employee terminates for any reason whatsoever the employee or their spouse, children, or other dependent relative or legal representative shall be paid the monetary value of accrued recreation leave due, calculated at the rate of remuneration which the employee was receiving at the date when the employee's services terminated. It shall not be paid to another Authority.
- 9.5 Recreation leave shall accrue to employees in respect of any period of absence from duty on long service leave. However, recreation leave only accrues at 50% in respect of any long service leave at half pay.
- 9.6 Rangers, Field Assistants, General Managers, Office Coordinators, Customer Service Officers and District Veterinarians will take a minimum of ten consecutive working days as recreation leave during each period of one year after the first year of service.
- 9.7 An employee cannot be paid for recreation leave and also be paid a wage by the Authority for working during that period.

10. Recreation Leave Loading

- 10.1 Employees shall be paid an annual leave loading at the rate of 17.5 per cent for a maximum of four (4) weeks of recreation leave or part thereof.
- 10.2 There shall be an annual leave loading year ending 30 November in every year.
- 10.3 The full entitlement to the annual leave loading that the employee has accrued over the previous 12 months is to be paid to the employee on 30 November in every year (except there is no entitlement to accrual in the first year of service) up to a maximum of four weeks. Provided the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Authority.
- 10.4 The annual leave loading is payable on a pro-rata basis when an employee is granted recreation leave to their credit, (or the monetary value thereof); maternity leave; on transfer to another Authority; resignation; retirement; or termination of employment. PROVIDED the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Authority.
- 10.5 Broken service during the year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 10.6 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Pastures Protection Board, Rural Lands Protection Board or Authority and the person's period of service shall not be deemed to have been interrupted:
- (1) by the person ceasing to be employed by one PP Board, RLPB or Authority and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board or Authority; or
 - (2) by the person having served or trained in the defence of the Commonwealth.
- 10.7 Rate of Payment - The annual leave loading is to be calculated on the salary as at November 30, or the granting of recreation leave, maternity leave, resignation, retirement or termination of employment, whichever is applicable.
- 10.8 On appointment to another Authority, the annual leave loading is payable on a pro-rata basis to that Authority and any leave taken while at the previous Authority is taken into account at the new Authority.

11. Long Service Leave

- 11.1 Long Service Leave
- (a) Every employee who has had ten years service shall be entitled to 44 working days leave on full pay or, with the approval of the General Manager, 88 working days on half pay. After service in excess of ten years the employee shall be entitled to further leave proportionate to their length of service after ten years, calculated on the basis of 110 working days on full pay or, with the approval of the General Manager, 220 working days on half pay for ten years served after initial service of ten years. The approval of the General Manager shall not be unreasonably withheld.
 - (b) Three months notice shall be given by the employee to the Authority for long service leave of 4 weeks or more, and reasonable notice shall be given for long service leave of less than 4 weeks, unless special circumstances exist for the taking of such leave.
 - (c) The Authority shall give to the employee, and the employee shall take the leave having regard to the needs of the Authority.

- 11.2 If a public holiday falls within the period of long service leave, the period of leave is extended by one working day in respect of that holiday.
- 11.3 Where service of an employee with at least five years service and less than ten years service terminates for any reason other than the employee's serious or wilful misconduct, the employee shall be entitled to proportionate payment of such leave, calculated on the basis of 44 working days leave for ten years of service.
- 11.4 Where the service of an employee with at least ten years of service terminates by reason of resignation, retirement or dismissal for any cause, the employee shall be entitled to leave pursuant to subclause 11.1 of this clause, if not already taken and in addition to the amount of leave proportionate to the employee's length of service after ten years calculated on the basis of 110 working days on full pay after service of ten years; provided that resignation for the purpose of immediately commencing employment with another Authority shall not be deemed to be resignation for the purpose of this subclause.
- 11.5 Where the service of an employee with at least five years service and less than ten years service terminates by reason of their death, their next of kin or nominated beneficiary shall be entitled to receive the monetary value to which the employee would have been entitled, had the person's services been terminated for any of the reasons set out in subclause 11.4 of this clause, computed at the rate of salary such employee received at the time of death.
- 11.6 When an employee who is entitled to long service leave with pay dies before entering upon such leave or after entering upon such leave dies before its termination, their next of kin or nominated beneficiary shall be entitled to receive the monetary value of the leave not taken or not completed.
- 11.7 When an employee who is entitled to long service leave resigns or has retired, such employee shall be entitled to receive forthwith the monetary value of such leave.
- 11.8 In case of necessity, the General Manager may grant leave of absence without salary.
- 11.9 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board or Authority and the person's period of service shall not be deemed to have been interrupted:
- (a) by the person ceasing to be employed by one Board or Authority and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board or Authority; or
 - (b) by the person having served or trained in the defence of the Commonwealth Employment with another Authority.
- 11.10 When an employee is immediately employed by another Authority, the former employing Authority shall pay to the newly employing Authority a pro-rata payment of the cash equivalent of the contingent liability based on 44 working days for 10 years service. Example for 2.5 years service, payment will be 11 working days pay as per Table 3, Long Service Leave Accrual.
- 11.11 In addition, where the employee has had more than 10 years service, the former employing Authority shall pay the newly employing Authority a pro-rata payment based on 110 working days per 10 years after the initial service of 10 years.
- 11.12 Long service leave is calculated on the basis of a 5 day week in accordance with Table 3.
- 11.13 "Service" for the purposes of this award means continuous service as defined in Section 4 clause (11) of the *Long Service Leave Act 1955*.

12. Public Holidays

- 12.1 In addition to recreation leave provided for in clause 9, Recreation Leave, employees shall be entitled to the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter

Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, next working day after Boxing Day and any days appointed by the Governor by proclamation in the Gazette to be observed as a public holiday within the town in which the Authority's office is situated.

- 12.2 An Authority may allow an employee to accrue sufficient excess hours to enable the employee to take time off in lieu during the days between the next working day after Boxing Day and New Year's Day.
- 12.3 All time worked on a public holiday at the direction of the Authority shall be paid for at the rate of double time and a half. Alternatively, employees who work on a public holiday may, by mutual agreement, perform such work at ordinary rates, provided that leave at the rate of time and a half is added to the employee's annual leave, or one working day and a half in lieu of such public holiday shall be allowed to the employee within 28 days of such holiday falling due.
- 12.4 If an employee is requested by the Authority to work on a Saturday or Sunday at a Field Day, the employee is entitled to leave-in-lieu at 1.5 hours for each hour on duty.

13. Special Leave

Special leave with pay shall be granted to employees in certain circumstances as listed below. An Authority may, from time to time, specify other purposes for which special leave may be granted. Special leave applies to activities which are not regarded as being on duty or covered by other forms of leave.

13.1 Jury Service

- (a) An employee is to be granted special leave for the purpose of attending a court for jury service, subject to the employee presenting a certificate of attendance from the Registrar or Sheriff and paying all jury fees, other than travelling expenses, to the Authority.
- (b) Special leave is not available if jury service falls during a period of absence on recreation leave or long service leave, etc.
- (c) When special leave is not applied for, i.e., where a person elects to take recreation leave, leave without pay, etc., the jury fee may be retained by the employee.

- 13.2 Acting as a member of an industrial committee - An employee appointed as a member of an industrial committee under the provisions of the Industrial Relations Act 1996 is to be granted special leave for such time as is necessary for committee deliberations.
- 13.3 Travelling to another centre for medical examination - Employees required to travel to another centre for medical examination at the direction of the Authority are to be granted special leave for the time they are necessarily absent from duty.
- 13.4 First-aid officers attending courses to train or retrain first-aid officers - Special leave is available for attendance at courses conducted to train or retrain first-aid officers in order to meet Authorities needs. In such cases the cost of the course will be met from Authority funds, provided that the person is nominated by the Authority to attend the course.
- 13.5 Blood Donors - Employees shall be granted special leave to give blood, with such leave being restricted to the time reasonably necessary.
- 13.6 Defence Forces Reserves - Special leave is available to employees who are members of the Defence Forces Reserves for the purpose of travelling to annual camp and attendance at medical examinations.
- 13.7 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 13A.2 Leave for Matters Arising From Domestic Violence have been exhausted, the Authority 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

13A. Leave for Matters Arising from Domestic Violence

- 13A.1 The definition of domestic violence is found in clause 2.24, of clause 2 Definitions, of this award;
- 13A.2 Leave entitlements provided for in clause 15A State Personal and Carer's Leave Case and clause 15, Sick Leave, may be used by employees experiencing domestic violence;
- 13A.3 Where the leave entitlements referred to in subclause 13A.2 are exhausted, the Authority shall grant Special Leave as per subclause 13.7;
- 13A.4 The Authority 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;
- 13A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 13A.6 The Authority 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.

14. Short Leave

- 14.1 An employee, other than a casual employee, shall be entitled to up to three working days short leave without deduction of pay on each occasion of the death of a person prescribed in subclause 14.3 below. If such leave in any case exceeds three working days in any 12-month period, the excess shall be deducted from any recreation leave due to the employee, or the Authority may grant leave of absence without salary.
- 14.2 The employee must notify the Authority as soon as practicable of the intention to take short leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 14.3 Short leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 15A.1 (c) (ii), provided that for the purpose of short leave, the employee need not have been responsible for the care of the person concerned.
- 14.4 An employee shall not be entitled to short leave under this clause during any period in respect of which the employee has been granted other leave.
- 14.5 Short leave may be taken in conjunction with other leave available under subclauses 15A.2, 15A.3, 15A.4, 15A.5 and 15A.6 in clause 15A. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 14.6 An employee being an ex-service person may be granted special leave of absence with full pay in one or more periods up to a maximum of seven working days in any period of 12 months for the following purposes:
- (a) to Attend a Hospital Or Visit a Medical Officer for a Pension Application, Appeal Or Review;
 - (b) to attend a hospital or medical officer for periodical examination or attention;
 - (c) to attend a hospital, medical practitioner, specialist, artificial limb maker, maker of surgical appliances or factory for the supply, replacement or repair of an artificial limb or surgical appliance.
- 14.7 Bereavement entitlements for casual employees
- 14.7.1 Subject to the evidentiary and notice requirements in 14.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person

prescribed in subclause 15A.1(c)(ii) of clause 15A, State Personal and Carer's Leave Case - August 1996.

14.7.2 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.

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

15. Sick Leave

15.1 Where the Authority is satisfied that an employee is unable to perform their duties on account of ill health, it may grant absence on full pay for the relevant period set out in paragraph (a) of this subclause or the period set out in paragraph (b) of this subclause, whichever is the longer:

(a) during the first year of service, at the rate of twelve (12) working days per year accrued pro-rata; during the second year of service and thereafter, 20 working days in any period of 12 months or, alternatively:

(b) by accumulating a period calculated by allowing ten (10) working days for each completed year of service and deducting therefrom the period of sick leave on full pay taken by an employee during the person's period of service, provided that:

(i) leave under this clause shall not be granted for a continuous period in excess of 120 working days;

(ii) the maximum period of sick leave on full pay which may be granted to an employee during their service shall not exceed 400 working days, unless specially approved by the employing Authority.

(c) The benefits conferred by this clause shall be deemed to accrue as from the date of the employee being first employed by a Board or Authority and there has been no interruption of service except for a period of any award leave to which the person was entitled.

15.2 The employee shall, as soon as practicable from the commencement of such absence, inform the General Manager or the General Manager's representative of the employee's inability to attend for duty and the estimated duration of absence.

15.3 The General Manager, on being satisfied that further leave in addition to that provided for in subclause 15.1 of this clause is necessary on account of illness, may grant such further leave on such terms as it may consider appropriate in the circumstances of the case.

15.4 Any employee absent on account of illness for any period exceeding three consecutive working days shall submit to the Authority a medical certificate, and the Authority may require provision of a medical certificate in respect of absence for a shorter period owing to illness.

15.5 The Authority may send a medical practitioner or may send an employee to a medical practitioner to examine any employee who is absent from duty on account of illness and, if the General Manager is satisfied by the report of such medical practitioner that the illness of such employee has been caused by the person's own misconduct, the fee of the medical practitioner and the employee's salary for each working day of absence shall be deducted from any monies due or to become due to the employee. Any employee aggrieved by any such deduction may appeal in accordance with the procedures in clause 32, Dispute Settling Procedures.

15.6

- (a) If the General Manager has reason to believe an employee is in such a state of health as to render them a danger to their fellow officers or to the public, it may require the employee to obtain and furnish a report of the person's condition from a duly qualified medical practitioner for examination either by a Government medical officer or by a medical practitioner named by the Authority. The required report is to be provided at the Authority's expense.
- (b) Upon receipt of the medical report the General Manager may direct the employee to absent themselves from their duties for a specified period and the employee's absence shall be regarded as absence on leave owing to illness and such leave shall be granted on terms and conditions set out in this clause.

15.7 If the absence from duty of an employee arises from circumstances which may give rise to a claim for payment under the Workers' Compensation Act 1988, the employee concerned may be paid salary to the extent of the sick leave for which the person is eligible in accordance with this clause and such payment shall be regarded as being made pending determination of the conditions on which leave shall be granted and shall be adjusted when such determination has been made.

15.8 Payments made in accordance with subclause 15.7 of this clause shall be regarded as inclusive of compensation (other than medical expenses) to which the employee may be entitled under the said Act.

15.9 Where the employee is injured or becomes ill under circumstances which may render the person eligible to claim compensation under the said Act and such employee states that they do not intend to claim workers compensation, leave with pay shall not be granted to such employee.

15.10 Where the circumstances of any injury to or illness of an employee may give rise to a claim for damages or compensation otherwise than under the said Act, sick leave may be granted by the Authority in accordance with this clause, upon completion by the employee of an undertaking in a form approved by the General Manager that, in the event of the person's recovering damages or compensation in respect to the injury or illness, the person shall repay to the Authority the monetary value of any sick leave granted in respect of such injury or illness.

15.11 All accumulated sick leave is to be transferred to another Authority where the employee is appointed from one Authority to another Authority without a break in service, except for accumulated leave under this award.

15A. State Personal and Carer's Leave Case

15A.1 Use of Sick Leave:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15A.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The 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, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 34, Dispute Settling Procedures, should be followed.

15A.2 Unpaid Leave for Family Purpose:

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15A.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

15A.3 Annual Leave:

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (d) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

15A.4 Time Off in Lieu of Payment for Overtime:

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

15A.5 Make-up Time:

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

15A.6 Rostered Days Off:

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part- day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

15A.7 Personal Carers Entitlement for casual employees -

- (a) Subject to the evidentiary and notice requirements in 15A.1(b) and 15A.1(d) 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 15A.1(c)(ii) 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 clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

16. Parental Leave

16.1 Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

16.2 Definitions - For the purpose of this clause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Paternity Leave" means leave of the type provided for in subclause 16.4.
- (c) "Maternity Leave" means leave of the type provided for in subclause 16.3 (and includes special maternity leave).
- (d) "Child" means a child of the employee under the age of one year.
- (e) "Spouse" includes a de facto spouse.
- (f) "Primary Care Giver" means a person who assumes the principal role of providing care and attention for a child.
- (g) "Continuous service" means service under an unbroken contract of employment with a Board, Boards, Authority or Authorities and includes:
 - (i) any period of leave taken in accordance with this subclause;
 - (ii) any period of leave or absence authorised by the Board or Authority or by the award.

16.3 Maternity Leave:

16.3.1 An employee who is entitled to take maternity leave shall be entitled to payment at the ordinary rate of pay for a period of 14 weeks in accordance with clause 16.3.1(a) of this award. The provisions of this clause with respect to paid maternity leave commence on and from 1 January 2009.

16.3.1(a) the ordinary rate of pay shall be determined based on the average of ordinary weekly hours worked by the employee during the 40 week period immediately prior to commencing such paid maternity leave, provided that the average of such ordinary weekly hours cannot exceed 38 hours per week.

16.3.1(b) Payment for the maternity leave may be made as follows:

- (i) at the ordinary rate of pay as determined pursuant to clause 16.3.1(a)
- (ii) at half the ordinary rate of pay for a period of 28 weeks as determined pursuant to clause 16.3.1(a). Any leave accrued pursuant to clause 16.3.1(b)(ii) shall accrue on a pro rata basis.

16.3.2 Eligibility for Maternity Leave - An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph 16.3.3 hereof, shall be entitled to a period of up to 52 weeks maternity leave, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Subject to paragraphs 16.3.5 and 16.3.8 of this subclause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months' continuous service with an Authority immediately preceding the date upon which she proceeds upon such leave.

- 16.3.3 Certification - When applying for maternity leave the employee must produce to her employer a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

The employee must also produce to her employer a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

16.3.4 Notice Requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (b) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (c) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) of this paragraph if such failure is occasioned by the confinement occurring earlier than the presumed date.

- 16.3.5 Transfer to a safe job - Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 16.3.9, 16.3.10, 16.3.11 and 16.3.12 of this subclause.

16.3.6 Variation of period of maternity leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.3.7 Cancellation of maternity leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

16.3.8 Special maternity leave and sick leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause.
- (c) For the purposes of paragraphs 16.3.9, 16.3.10 and 16.3.11 of this subclause, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this clause, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.9 Maternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

16.3.10 Effects of maternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.3.11 Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.3.12 Return to work after maternity leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this subclause, to the position which she held immediately before such transfer or, in relation to an employee who has worked part-time during the pregnancy, the position she held immediately before commencing such part - time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.4 Paternity Leave:

16.4.1 Nature of Leave - Paternity leave is unpaid leave.

16.4.2 Eligibility for paternity leave - A male employee, upon production to his General Manager of the certificate required by paragraph 16.4.3 shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;
- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months' continuous service with the Authority immediately preceding the date upon which he proceeds upon either period of leave.

16.4.3 Certification

- (a) When applying for paternity leave the employee must produce to his employer a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.
- (b) In relation to any period to be taken under subparagraph (b) of this paragraph, the employee must also produce a statutory declaration stating:
 - (i) he is seeking that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

16.4.4 Notice Requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certification required in paragraph 16.4.3 of this subclause.
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) of this paragraph, if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph 16.4.3 of this subclause.

16.4.5 Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause:
 - (i) the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.

- (b) The period of paternity leave taken under subparagraph (b) of paragraph 16.4.2 of this subclause may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.4.6 Cancellation of paternity leave

Paternity leave, applied for under subparagraph (b) of paragraph 16.4.2 of this subclause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

16.4.7 Paternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

16.4.8 Effect of paternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.4.9 Termination of employment -

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.4.10 Return to work after paternity leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2.
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which he held immediately before proceeding on paternity leave or, in relation to an employee who has worked part-time under this clause, to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

16.4.11 Replacement employees -

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

- (b) Before an Authority engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before a Authority engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.5 Adoption Leave:

16.5.1 Nature of Leave - Adoption leave is unpaid leave.

16.5.2 Definitions - For the purposes of this subclause:

- (a) "Child" means a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months, or who is not a child or stepchild of the employee or of the spouse of the employee and is placed with the employee for the purpose of adoption.
- (b) "Relative adoption" occurs where a child, as defined, is adopted by a parent, spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

16.5.3 Eligibility

An employee, upon production to the employer of the documentation required by paragraph 16.5.4 of this subclause shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care giver of the child. This entitlement shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) of this paragraph; and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

Such leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

16.5.4 Certification - Before taking adoption leave the employee must produce to the Authority:

- (a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

- (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period of leave to be taken under subparagraph (b) of paragraph 16.5.3, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

16.5.5 Notice requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph (b) of paragraph 16.5.3.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (b) of paragraph 16.5.3, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) of this paragraph if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

16.5.6 Variation of period of adoption leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph 16.5.3:
 - (i) the period of leave taken under subparagraph (b) of paragraph 16.5.3 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under subparagraph (b) of paragraph 16.5.3 hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.5.7 Cancellation of adoption leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

16.5.8 Special leave

The Authority shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Authority may require the employee to take such leave in lieu of special leave.

16.5.9 Adoption leave and other entitlements

- (a) Provided the aggregate of any leave, including adoption leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.5.3 of this subclause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

16.5.10 Effect of adoption leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.5.11 Termination of employment

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (b) An Authority shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.5.12 Return to work after adoption leave

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph 16.5.3 of this clause.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part-time under this clause, the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

16.5.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an Authority engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.6 Part-time work:

16.6.1 Definitions - For the purposes of this subclause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

16.6.2 Entitlement - With the agreement of the employer

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) A female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

16.6.3 Return to former position

- (a) An employee who has had at least 12 months' continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) of this paragraph shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

- 16.6.4 Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph 16.6.5 of this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.
- 16.6.5 Part-time work agreement -
- (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
 - (b) The terms of this agreement may be varied by consent.
 - (c) The terms of this agreement or any variation to it shall be produced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (d) The terms of this agreement shall apply to part-time employment.
- 16.6.6 Termination of employment - The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposed to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- 16.6.7 Overtime - An employer may request, but not require, an employee working part-time under this clause to work overtime.
- 16.6.8 Nature of part-time work - The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.
- 16.6.9 Inconsistent award provisions - An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:
- (a) limiting the number of employees who may work part-time;
 - (b) establishing quotas as to the ratio of part-time to full-time employees;
 - (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
 - (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.
- 16.6.10 Replacement employees -
- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs 16.6.4, 16.6.5, 16.6.6 and 16.6.9 of this subclause apply to the part-time employment of a replacement employee.
- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (g) of subclause 16.2 of this clause.

16.7 Family Provisions Case - Parental Leave

16.7.1 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).

16.7.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

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

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

16.7.3 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer 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 16.7.3(a)(ii) and 16.7.3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 16.7.3(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.

- 16.7.4 Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer 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 the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (a) of this paragraph.

16A. Lactation Breaks

- 16A.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.
- 16A.2 A full time employee 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.
- 16A.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.
- 16A.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.
- 16A.5 The Authority shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 16A.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.
- 16A.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.
- 16A.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 15, Sick Leave of this award, or access to time off in lieu as provided for in clause 7, Hours of Work of this award, where applicable.

17. Dissolution of an Authority

Where an Authority is dissolved, by reason of its amalgamation with another Authority, or otherwise, the following provisions shall apply with respect to the employees of the dissolved Authority, provided that they have been employed by the dissolved Authority for a continuous period of at least 12 months immediately prior to the dissolution of the dissolved Authority:

- (a) If after the dissolution they are employed by the Authority which assumes all or part of the functions of the dissolved Authority (hereinafter called the new Authority), the employee during the first two years of their employment by the new Authority or until their employment is terminated, whichever is the shorter period, shall be paid a salary at a rate which, except for basic wage variations, will not be less than the rate which they were being paid immediately before the date of dissolution of the dissolved Authority.
- (b) If after the dissolution the employee is not employed by the new Authority or if their employment is terminated by the new Authority, other than for misconduct, within two years of the date of dissolution of the dissolved Authority the employee shall, on the termination of their employment, be paid by the dissolved Authority, if not employed by the new Authority or by the new Authority if they are so employed, a sum equal to five weeks salary for each year of continuous service as an employee of Rural Lands Protection Boards or Authorities, at a rate equal to the average weekly amount of their salary during the fifty-two weeks immediately preceding the date of dissolution of the dissolved Authority; provided that in no circumstances shall the total amount payable under this clause exceed a sum equal to 104 weeks salary at such rate.

18. Change, Redundancy and Termination,

18.1 Change - Authority's Duty to Notify Change:

- (a) Where an Authority has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the General Manager shall notify the employees who may be affected by the proposed changes; the Council; and the Association and/ or Union as appropriate.
- (b) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the Authority's workforce or in the skills required; the elimination of or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provisions for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

18.2 Authority's Duty to Discuss Change:

- (a) The Authority shall discuss with the employees affected and the Association and/or Union, the introduction of the changes referred to in subclause 18.1 of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association and/or Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Authority to make the changes referred to in subclause 18.1 of this clause.
- (c) For the purposes of such discussion, the Authority shall provide in writing to the employee concerned and the Association and/or Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any Authority shall not be required to disclose confidential information, the disclosure of which would be inimical to the Authority's interest.

18.3 Redundancy:

(a) Discussions before Terminations

- (i) If an Authority has made a definite decision that it wishes to delete an occupied position and if such a decision may lead to termination of employment, the employer shall hold discussions with any affected employees and with the Association and/or Union and with the Council.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (i) of this paragraph and shall cover any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purposes of the discussions the employer shall, as soon as practicable, provide in writing to the employees concerned and to the Council and Association and/or Union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

(b) Transfer to Lower-paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (i) of paragraph (a) of this subclause, the employee shall be entitled to the same period of notice of transfer to which they would have been entitled if their employment had been terminated and the Authority may, at the Authority's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rate for the number of weeks of notice still owing.

- (c) Severance Pay - In addition to the period of notice prescribed for ordinary termination in this award and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof shall be entitled to two weeks' pay for every year of service, to a maximum of 26 weeks pay.

"Weeks pay" means the ordinary-time rate of pay for the employee concerned.

- (d) Employee Leaving During Notice Period - An employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had they remained with the Authority until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Alternative Employment - An Authority in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Authority obtains acceptable alternative employment for an employee.
- (f) Time Off During Notice Period
 - (i) During the period of notice of termination given by the Authority, an employee shall be allowed up to one working day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one working day during the notice period for the purpose of seeking other employment the employee shall, at the request of the General Manager, be required to produce proof of attendance at an

interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- (g) **Employees With Less Than One Year's Service** - This clause shall not apply to employees with less than one year's continuous service and the general obligation on Authority's should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (h) **Employees Exempted** - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

18.4 Termination:

- (a) Nothing in this award shall affect the right of the Authority to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, provided that no employee shall be dismissed without notice for:
 - (i) sickness, accident or injury if he or she informs the General Manager or the General Manager's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day;
 - (ii) any other reasonable cause if he or she informs the General Manager or the General Manager's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day.
- (b) Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct, while legitimately absent from duty on accrued sick leave or annual leave.
- (c) An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
 - (i) **Notice of termination by an Authority:**
 - (1) In order to terminate the employment of an employee the Authority shall give to the employee the following written notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in section (1) hereof, employees over 45 years of age at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the prescribed notice in section (1) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (4) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
 - (5) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal such as malingering, misconduct, incompetence, inefficiency or neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (ii) Where an Authority has given notice of termination to an employee, an employee shall be allowed up to one working day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the General Manager or the General Manager's representative.
 - (iii) The General Manager shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the employee.
 - (iv) Termination of employment by an Authority shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include terminations with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or activity, non-union membership or activity, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- (d) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an Authority save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the Authority shall have the right to withhold moneys due to the employee of an amount equal to the period of notice not given.

19. Removal Expenses

- 19.1 With the prior approval of the employing Authority, where a current employee of an Authority is required to change domicile in order to take up a position of Customer Service Officer, Office Coordinator or Ranger, such an employee is entitled to reimbursement of up to \$1,500 for actual reasonable removal expenses on the production of receipts.
- 19.2 Where a General Manager or District Veterinarian applies for a position in another district in answer to an advertisement and is appointed, the General Manager or District Veterinarian shall be eligible for the removal expenses as detailed in subclause 19.3.
- 19.3
- (a) The actual cost of conveyance of the General Manager or District Veterinarian and their family transferring from one district to another, together with reasonable expenses of removal of furniture and effects, shall be allowed.
 - (b) Application for expenses in respect of removal of furniture and effects shall be presented to the Authority and shall be accompanied by:
 - (i) an inventory of the furniture and effects including the appropriate gross weight; and

- (ii) quotations from carriers for the cost of removal. The quotations shall be obtained, where practicable, from at least two carriers and should show the cost of removal from house to house.
 - (c) The liability of the Authority for removal expenses shall be limited to the amount specified in the approved quote, but the furniture and effects may be removed in any way the General Manager or District Veterinarian chooses. The Authority shall in no case be responsible for any damage done to furniture and effects in the course of removal, but shall reimburse the amount of the premium in respect of an insurance policy effected by the General Manager or District Veterinarian up to the maximum rate currently charged by the tariff insurance companies to cover such risks as collision, fire, overturning of vehicles and other risks for which a common carrier is not normally liable, subject to the maximum insurable value of the furniture and effects not exceeding \$40,000.
- 19.4 Where a District Veterinarian whose removal expenses are being paid by the Authority finds it necessary to secure board and lodging for self and dependant relatives while waiting:
- (a) to commence or continue the journey to the new location; or
 - (b) to secure a residence or accommodation at the new location,

the District Veterinarian shall be allowed one half of the actual cost so incurred for a period not exceeding one week in the first case and four weeks in the second. If the Authority is satisfied that the District Veterinarian has made every reasonable but unsuccessful endeavour to secure a home or accommodation at the destination, the allowance may be continued for an additional period not exceeding four weeks. In special cases where the General Manager is satisfied that a further continuation of the allowance is warranted, an allowance not exceeding \$25 per week may be granted for an additional period not exceeding five weeks.

20. Conference Attendance and Industrial Leave

- 20.1 Attendance at conferences of the District Veterinarians, Rangers, General Managers, and Customer Service Officers or any other conference or meeting where attendance is required by the Authority or Council, the employee shall be deemed to be on their normal duties.
- 20.2 Any member of the PSA Departmental Committee or an AWU Branch Executive when attending a meeting of the committee approved by the PSA or AWU respectively shall be granted leave on full pay while so attending but expenses will not be paid by the Authority or the Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the Workers Compensation Act.
- 20.3 The PSA and AWU or its delegates shall notify the Council of the members of the PSA Departmental Committee or AWU Branch Executive respectively required to attend such meeting and the date of such meeting.
- 20.4 Any member of the Joint Consultative Committee attending a meeting with the Council shall be granted leave on full pay while so attending but expenses will not be paid by the Authority or the Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the *Workers Compensation Act*.

21. Living Allowance

- 21.1 An employee who as at 1 January 1995 was receiving a living allowance shall continue to do so. Such allowances are set out in Items 2, 3 and 4 of Table 2 - Allowances, of Part B, Monetary Rates.
- 21.2 No further increases will apply to these allowances.

22. Travelling Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

Where an Employee Travels on Official Duty with the Approval of the Authority the employee shall be allowed:

- (a) The use of an Authority vehicle or the cost of conveyance by rail, bus or aircraft and, in the case of emergency, cost of hiring a car or other vehicle.
- (b) If the employee's private car is used at the request of the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager) an amount as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.
- (c) If the employee requests and the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager) agrees that the employee may use their private car the casual rate as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices. The casual rate can be paid so long as the allowance is not greater than the cost of travel by public or other available transport.
- (d) These provisions shall also be applicable to employees when attending conferences.

23. Accommodation Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

23.1 Where overnight accommodation is required -

- (a) Where in the course of duties, an employee is required to spend one or more nights away from home with the prior approval of the Authority, the employee shall be entitled to all reasonable actual expenses, providing receipts are produced to the Authority together with an incidental expenses allowance set out in Item 6 of Table 2. Expenses include accommodation, breakfast, lunch, dinner and transport costs. Transport costs are specified in clause 22, Travelling Allowance.
- (b) As an alternative to actual expenses, the employee may elect to receive the accommodation allowance as set out in Item 7 of Table 2 - Allowances, of Part B, Monetary Rates, (or such higher rates as apply to NSW Public Servants as published in the Public Service Notices) without providing receipts to the Authority. The accommodation allowance for the Capital City of Sydney applies to accommodation where the telephone number commences with the numbers 028 or 029 in accordance with the Premiers Directions. The provisions of this clause will not apply in circumstances where a third party is providing accommodation to the employee and the employee does not have to pay for it.
- (c) The accommodation allowance is calculated on the hourly basis from the time that the employee leaves home or place of employment until the time that the employee returns home or to the place of employment. The accommodation allowance covers accommodation, breakfast, lunch, dinner and incidentals but does not cover transport costs. Transport costs can be claimed in addition to the allowance.

23.2 Cost of Meals - One day Journeys - Where overnight accommodation is not required -

Where the General Manager is satisfied that an employee reasonably incurs additional expenses for breakfast, lunch or dinner, the employee may be reimbursed the actual cost of breakfast, lunch or dinner up to the amounts set out in Items 8, 9 and 10 of the said Table 2, or such higher amounts as apply to

NSW Public Servants as published in the Public Service Notices, providing receipts are produced to the General Manager.

- 23.3 Production of Receipts - Payment of any actual expenses shall be subject to the production of receipts, or as provided by Council Guidelines.

24. Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

- (i)
 - (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.
- (ii) In the event of there being no permanent structure, the Authority shall provide a caravan with amenities equivalent to those required above.
- (iii) Where the Authority is unable to provide such equipment specified above, with Authority 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.
- (iv) An employee may provide their own bedding or sleeping bag and be paid the bedding allowance. Otherwise the employer shall provide necessary sheets, blankets or sleeping bag.
- (v) Camping allowance and amounts per day as set out in Items 11-14 of Table 2 - Allowances, of Part B, Monetary Rates or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices.

25. Protective Clothing and Equipment

Special protective clothing shall be provided in accordance with the Work Health and Safety Act 2011 and its associated regulations. The list (Circular 92/4) shall be reviewed in consultation with the Association and the Union.

26. Horse Allowance

If the Authority 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 15 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the horse is used.

27. Dog Allowance

If the Authority 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 16 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the dog is used.

28. Flying Allowance

Where an employee is required by the Authority to work from an in-flight situation they shall be paid an allowance as set out in Item 17 of Table 2 - Allowances (or such higher amount as apply to NSW Public Servants as published in the Public Service Notices). The flying allowance payable under this Clause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

29. Motor Vehicle Usage and Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

- 29.1 All General Managers, District Veterinarians, Rangers and when required by the Authority, Field Assistants shall be provided with appropriate motor vehicles by the Authority for official use. All hard top and enclosed motor vehicles shall be provided with air conditioning units. All upkeep, running expenses, registration, insurance, maintenance, etc., associated with the motor vehicle shall be paid by the Authority.
- 29.2 Where an employee is required, at the request of the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager), to use their private vehicle in the normal course of duties, an amount as set in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, or such higher rates as apply to NSW Public Servants notified through Memorandum or Circular.
- 29.3 If an employee's requests and the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager) agrees that the employee may use their private car the casual rate as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices. The casual rate can be paid so long as the allowance is not greater than the cost of travel by public or other available transport.
- 29.4 Staff of an Authority, excluding a staff member classified under this Award in the position of General Manager, required to use a motor vehicle provided by the Authority in the course of their duties may, at the discretion of the General Manager, be granted private use of the motor vehicle on such conditions as the Authority determines.
- 29.5 The General Manager may elect to use the vehicle provided by the Authority for private purposes conditional upon the General Manager paying to the Authority an after tax contribution equal to the taxable value of the car fringe benefit in the year the car fringe benefit was provided. This contribution must be made by way of an after tax deduction from the Generals Managers fortnightly salary.

30. Telephone Expenses

- 30.1 If an employee is required by the Authority to make and/or receive telephone communications in the employee's private residence for the convenience of ratepayers or others in connection with the execution of their duties outside normal hours, the Authority shall pay the cost of any necessary telephone connection(s) or reconnection(s) and the payment of full rental and all outgoing calls made in connection with the employee's duties which have been recorded.

- 30.2 An Authority may, by agreement with the employee, pay a telephone allowance in lieu of payment specified in clause 30.1.
- 30.3 Where the connection is outside the urban boundaries of a town, village, city, etc. and the Authority may require connection and the connection fee exceeds the average connection fee for that urban area, the payment of additional connection costs may be negotiated.
- 30.4 An Authority may at its discretion, pay such proportion of private calls from such telephone mentioned in the Award as the General Manager determines and under such conditions as the Authority determines.

31. Home Office Allowance

Where the Authority, 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:

- (a) A formal Agreement shall be signed by the Authority and the Employee before such official use of the space.
- (b) The Authority will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the General Manager.
- (c) The furniture and equipment provided by the Authority shall remain the property of the Authority.
- (d) An Allowance per year of an amount set out in Table 2 - Allowances, payable to the Employee on a fortnightly basis in arrears, shall be paid by the Authority on commencement of the use of the room after the Agreement has been signed.
- (e) The amount of the Allowance will increase in accordance with the amount specified in the Crown Employees (Public Service Conditions of Employment) Award for using a room at home as an office.
- (f) If the Agreement is cancelled in writing by either party, no further payments shall be paid by the Authority and no amounts shall be refunded by the Employee.

32. Deduction of Association and Union Membership Fees

- (i) The Association and the Union shall provide the employer with a schedule setting out fortnightly membership fees payable by members of the Association and the Union in accordance with their rules.
- (ii) The Association and the Union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct fortnightly membership fees from the pay of any employee who is a member of the Association or Union provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from the employee's pay shall be forwarded at least monthly to the Association or Union together with all necessary information to enable the Association or Union to reconcile and credit subscriptions to employees' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association or Union, all membership fees shall be deducted on a fortnightly basis.
- (vi) An employee may revoke, with two (2) weeks' notice in writing, any authorisation to the employer to make payroll deductions of membership fees.
- (vii) There shall be no requirements to make deductions for casual employees with less than two (2) months service (continuous or otherwise).

- (viii) Where an employee has already authorised the deduction of the Association or Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

33. Indexation of Allowances

With the exception of clauses 21 Living Allowance; 22 Travelling Allowance; 23 Accommodation Allowance; 28 Flying Allowance; 29 Motor Vehicle Usage and Allowance; and 31 Home Office Allowance, all allowances shall be moved automatically in accordance with movements in the Wage Case Decisions by Fair Work Australia.

34. Dispute Settling Procedures

- 34.1 The intention of the following procedures is to establish an equitable and orderly procedure for discussing and settling complaints and grievances. It is not intended to prescribe or offset the right of any party to instigate proceedings under the provisions of the *Industrial Relations Act 1996*.
- (i) Where a dispute arises at a particular location which cannot be resolved between the employee and/or their representative and the relevant supervisor it shall be referred to the General Manager in an attempt to resolve the matter.
 - (ii) Failing settlement of the issue at this level, the matter shall be referred to the Board for their advice and assistance.
 - (iii) Failing settlement of the issue at this level, the matter shall be referred to the Council for their advice and assistance.
 - (iv) If the matter remains unresolved, the parties shall agree that the matter can be referred to the appropriate tribunal under the *Industrial Relations Act 1996*.
 - (v) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.
 - (vi) The right is reserved to the parties to vary this procedure where a bona fide safety factor is involved.
- 34.2 Notwithstanding Clause 34.1, the Authority shall not make a monetary offer in settlement of a dispute without the prior written approval of the Council.

35. No Extra Claims

- 35.1 The Association and the Union undertake not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements resulting in this Award.
- 35.2 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims to take effect during the term of this Award except for any areas so agreed between the parties.
- 35.2(a) Leave is reserved for the parties to make application to the Industrial Relations Commission of New South Wales during the nominal term of this Award, to seek the future inclusion of progression criteria for all positions and changed grades for the positions below the grade of Senior Ranger, Senior Veterinarian or Office Coordinator."

36. 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 legislation referred to in this clause.

NOTES

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

"Nothing in this 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."

36A. Secure Employment

36A.1 Objective of this Clause

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

36A.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have 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) 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.
- (c) Any casual employee who has a right to elect under paragraph 36A.2(b), upon receiving notice under paragraph 36A.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 36A.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 36A.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 the employer and the employee.

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

36A.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 36A.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*.

36A.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.

36A.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.

37. Area, Incidence and Duration

37.1 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) take effect on and from 4 April 2012.

Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 954) have been incorporated into this award as part of the review.

37.2 It shall apply to District Veterinarians, Senior District Veterinarians, Rangers, Senior Rangers, Field Assistants, Customer Service Officers, Office Coordinators, and General Managers employed under the *Rural Lands Protection Act 1998* under the jurisdiction of the Livestock Health and Pest Authorities.

Commencement and finishing dates.

37.3 It shall take effect from the beginning of the first pay period to commence on or after 1 July 2008 and shall remain in force thereafter until 30 June 2011.

PART B

MONETARY RATES

Table 1 - Salaries

(1) District Veterinarians

Award classification	Salary as at 1 July 2007 (inclusive of 4% increase) \$	Salary as at 1 July 2008 (inclusive of 4% increase) \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (Inclusive of 2.5% increase) \$
Grade 1					
Grade 1 - 1st Year	56,465	58,724	61,073	63,515	65,102.88
Grade 1 - 2nd Year	56,873	59,148	61,514	63,974	65,573.35
Barrier					
Grade 2					
Grade 2 - 1st Year	59,725	62,114	64,599	67,183	68,862.58
Grade 2 - 2nd Year	62,036	64,517	67,098	69,782	71,526.55
Grade 2 - 3rd Year	65,751	68,381	71,116	73,961	75,810.03
Barrier					
Grade 3					
Grade 3 - 1st Year	69,781	72,572	75,475	78,494	80,456.35
Grade 3 - 2nd Year	73,442	76,380	79,435	82,612	84,677.30
Grade 3 - 3rd Year	79,342	82,516	85,816	89,249	91,480.23
Barrier					
Grade 4					
Grade 4 - 1st Year	83,906	87,262	90,753	94,383	96,742.58
Grade 4 - 2nd Year	86,419	89,876	93,471	97,210	99,640.25
Grade 4 - 3rd Year	88,962	92,520	96,221	100,070	102,571.75

1.1 An additional per annum allowance of \$1,592 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts.

1.2 No further increases to apply to this allowance.

1A. Senior Veterinary Officer

Classification	Salary as at 11 February 2009 \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at y 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
Senior Veterinary Officer	101,500	105,560	109,782	112,526.55

(2) General Managers

Classification	Salary as at 1 December 2008 \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
General Manager (other than a General Manager employed in the Western Division)	105,000	109,200	113,568	116,407.20
General Manager (employed in the Western Division)	68,000	70,720	73,549	75,387.73

(3) Customer Service Officers

Award classification Customer Service Officer (CSO)	Salary as at 1 July 2007 (inclusive of 4% increase) \$	Salary as at 1 July 2008 (inclusive of 4% increase) \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
CSO Grade 1 - 1st year	34,510	35,890	37,326	38,819	39,789.48
CSO Grade 2 - 1st year	35,106	36,510	37,971	39,489	40,476.23
CSO Grade 2 - 2nd year	35,681	37,108	38,593	40,136	41,139.40
CSO Grade 3 - 1st year	36,266	37,717	39,225	40,794	41,813.85
CSO Grade 3 - 2nd year	37,435	38,932	40,490	42,109	43,161.73
Barrier					
CSO Grade 4 - 1st year	38,606	40,150	41,756	43,426	44,511.65
CSO Grade 4 - 2nd year	39,775	41,366	43,021	44,741	45,859.53
Barrier					
Award classification Senior Customer Service Officer (SCSO)	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)	
SCSO Level 1	40,945	42,583	44,286	46,058	47,209.45
Barrier					
SCSO Level 2	42,699	44,407	46,183	48,031	49,231.78

- (4) Office Coordinator - Applicable to Office Coordinators appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009.

Classification	Salary as at 11 February 2009 \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as 1 July 2011 (inclusive of 2.5% increase) \$
Office Coordinator	55,000	57,200	59,488	60,975.20

- (5) Rangers

Award classification - Ranger	Salary as at 1 July 2007 (inclusive of 4% increase) \$	Salary as at 1 July 2008 (inclusive of 4% increase) \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
Ranger Grade 1					
Ranger Grade 1 1st year	40,822	42,455	44,153	\$45,919	47,066.98
Ranger Grade 2					
1st year	42,228	43,917	45,674	47,501	48,688.53
Level 2 (refer to clause 5.5.3(iii))	42,812	44,524	46,305	48,158	49,361.95
2nd year	43,806	45,558	47,381	49,276	50,507.90
Level 2 (refer to clause 5.5.3(iv))	44,391	46,167	48,013	49,934	51,182.35
3rd year	45,488	47,308	49,200	51,168	52,447.20
Level 2 (refer to clause 5.5.3(v))	46,072	47,915	49,831	51,825	53,120.63
Barrier					
Grade 3					
Level 1	47,029	48,910	50,867	52,901	54,223.53
Barrier					
Grade 4					
Level 1	48,784	50,735	52,765	54,875	56,246.88
Barrier					
Grade 5					
Level 1	49,215	51,184	53,231	55,360	56,744.00
Barrier					
Grade 5 Managing Ranger					
Level 1	52,139	54,225	56,394	58,649	60,115.23
Level 1	54,085 (inclusive of supervision allowance)	56,248 (inclusive of supervision allowance)	58,498 (inclusive of supervision allowance)	60,838 (inclusive of supervision allowance)	62,358.95
Barrier					
Level 2	57,010 (inclusive of supervision allowance)	59,290 (inclusive of supervision allowance)	61,662 (inclusive of supervision allowance)	64,128 (inclusive of supervision allowance)	65,731.20

- 5.1 An amount of \$1000 shall be added to the salary of Rangers Grades 1, 2 and 3 and \$1500 added to the salary of Rangers Grades 4 and 5 and Senior Rangers, on attaining a Diploma that, in the opinion of State Council, is relevant, OR
- 5.2 An amount of \$2000 shall be added to the salary of Rangers Grades 1, 2, and 3, and \$2500 added to the salary of Rangers Grades 4 and 5 and Senior Rangers, on attaining a Degree that, in the opinion of State Council, is relevant.
- 5.3 The amounts set out in 5.1 and 5.2 shall not be cumulative.

5A. Senior Rangers

Classification	Salary as at 11 February 2009 \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
Senior Ranger (other than a Senior Ranger employed in the Western Division)	70,000	72,800	75,712	77,604.80
Senior Ranger (employed in the Western Division)	57,000	59,280	61,651	63,192.28

(6) Field Assistants

Award classification - Field Assistants	Salary as at 1 July 2007 (includes 4% increase) \$	Salary as at 1 July 2008 (includes 4% increase) \$	Salary as at 1 July 2009 (includes 4% increase) \$	Salary as at 1 July 2010 (includes 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
Level 1	35,233	36,642	38,108	39,632	40,622.80
Level 2	37,731	39,240	40,810	42,442	43,503.05
Senior	40,822	42,455	44,153	45,919	47,066.98

Table 2 - Allowances**As at 1 July 2011**

Item No.	Clause No.	Brief Description	Amount	
1	5.5.2	Supervising Field Assistants, Rangers, Labourers or Contractors	\$47.14 per week.	
	21	Living Allowance - (Grades as defined in Public Service Handbook) for Employees employed before 1.1.1995 only.	With Dependants Per annum	Without Dependants Per annum

2	21	Grade A	\$1,083.00	\$758.00			
3	21	Grade B	\$1,444.00	\$1,012.00			
4	21	Grade C	\$1,926.00	\$1,348.00			
5	22(b) 29.2	Travelling Allowance If the Employees private car is used	63.0 cents/km	(engine capacity under 1600cc)			
			74.0 Cents/km	(engine capacity from 1601cc - 2600cc)			
			75.0 cents/km	(engine capacity over 2601cc)			
5	22(c) 29.3	Travelling Allowance If the Employees private car is used (casual rate)	25.2 cents/km	(engine capacity under 1600cc)			
			29.6 Cents/km	(engine capacity from 1601cc - 2600cc)			
			30.0 cents/km	(engine capacity over 2601cc)			
6	23	Accommodation Allowances Incidental Expenses Allowance when claiming Actual Expenses	\$17.30 per day				
7	23	Accommodation Allowances					
		Capital Cities	Per Day \$	High Cost Country	Per Day \$	Tier 2 Country	Per Day \$
		Adelaide	270.10	Maitland	244.60	Armidale	224.30
		Brisbane	314.10	Newcastle	255.60	Bathurst	224.30
		Canberra	278.10	Wollongong	241.10	Broken Hill	224.30
		Darwin	302.10			Coffs Harbour	224.30
		Hobart	238.10			Cooma	224.30
		Melbourne	286.10			Dubbo	224.30
		Perth	289.10			Gosford	224.30
		Sydney	296.10			Goulburn	224.30
				All Other Country Locations \$ per day 204.30		Mudgee	224.30
						Muswellbrook	224.30
						Orange	224.30
						Port Macquarie	224.30
						Queanbeyan	
						Tamworth	
						Tumut	
						Wagga Wagga	
		Meal Expenses	Capital Cities & High Cost Country		Tier 2 & Other Country Centres		
8	23.2	Breakfast	Max \$23.65		Max \$21.15		
9	23.2	Lunch	Max \$26.55		Max \$24.20		
10	23.2	Dinner	Max \$45.60		Max \$41.65		
11	24	Camping allowance	\$37.55 per night - takes into account supplying own food, incidentals and general disability				
12	24	Equipment Allowance if camping equipment not provided by the Authority	\$28.20 per night for supplying own camping equipment.				

13	24	Bedding Allowance if bedding or sleeping bag not provided by the Authority	\$4.70 per day for supplying own sleeping bag
14	24	Excess Allowance If required to camp in excess of 40 consecutive days	\$9.00 per day in addition to any other allowance
15	26	Employee requested by the Authority to supply own horse and saddle, including responsibility for feeding, grooming and caring in own time	\$9.54 per week
16	27	Employee requested by the Authority to supply own dog, including responsibility for housing, caring and feeding in own time	\$4.96 per week per dog
17	28	Flying Allowance	\$17.90 per hour
18	31	Home Office allowance	\$823 per annum (or such other amount as specified in the Crown Employees Public Service Conditions Award).

NOTE: For reimbursements regarding removal expenses see clause 19, Removal Expenses of Part A.

Table 3 - Long Service Leave Accrual

LONG SERVICE LEAVE ACCRUAL TABLE BASED ON A FIVE (5) DAY WEEK							
All figures in this table refer to working days							
Years 1 to 5 are shown for accrual purposes ONLY.							
Years	0-10 Years		Years	10+ Years	Years	10+ Years	
1	4.4	days	11	55 days	21	165	days
2	8.8		12	66	22	176	
3	13.2		13	77	23	187	
4	17.6		14	88	24	198	
5	22.0		15	99	25	209	
6	26.4		16	110	26	220	
7	30.8		17	121	27	231	
8	35.2		18	132	28	242	
9	39.6		19	143	29	253	
10	44.0		20	154	30	264	
					31	275	
Months	0-10 Years		Months	10+ Years	32	286	
1	0.4	days	1	0.9 days	33	297	
2	0.7		2	1.8	34	308	
3	1.1		3	2.7	35	319	
4	1.4		4	3.6	36	330	
5	1.8		5	4.5	37	341	
6	2.2		6	5.4	38	352	
7	2.5		7	6.3	39	363	
8	2.9		8	7.2	40	374	
9	3.3		9	8.1	41	385	
10	3.6		10	9.1	42	396	
11	4.0		11	10.0	43	407	
					44	418	
Weeks	0-10 Years		Weeks	10+ Years	45	429	
1	0.09	days	1	0.23 days	46	440	
2	0.18		2	0.45	47	451	
3	0.27		3	0.68	48	462	
4	0.36		4	0.91	49	473	
					50	484	
Days	0-10 Years		Days	10+ Years	51	495	
1	0.02	days	1	0.05 days	52	506	
2	0.04		2	0.09	53	517	
3	0.05		3	0.14	54	528	
4	0.07		4	0.18	55	539	
5	0.09		5	0.23	56	550	

NOTE: To convert leave taken on a seven (7) day week basis up to 1 July 2004, to a five (5) day week basis in accordance with this Table, multiply the total days taken , (including Saturdays and Sundays), by 5/7.

Example:

Assume 3 weeks (21 days) Long Service Leave taken before 1 July 2004.

Multiply $21 \times 5/7 = 15$ working days.

15 days to be deducted from accrued entitlements in the above table as at 1 July 2004.

C. G. STAFF J.

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**PRIVATE HOSPITALS AGED AND DISABILITY CARE SERVICES
INDUSTRY REDUNDANCY (STATE) AWARD, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 275 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Private Hospitals Aged and Disability Care Services Industry Redundancy (State) Award, The published 27 January 2012 (372 I.G. 672) as varied, be rescinded on and from 12 April 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 189 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

1. Delete the fourth paragraph in clause 3, Classification Structure and Labour Flexibility, of the award published 30 December 2011 (371 I.G. 1643) and insert in lieu thereof the following:

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).

2. Delete paragraph (iii) of subclause (c) of clause 4B, Secure Employment and insert in lieu thereof the following:

(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*.

3. Delete paragraph (b) of subclause (v) of clause 5, Overtime and insert in lieu thereof the following:

(b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from his/her place of work.

Provided further that where an employee elects to use his/her own mode of transport, the employee shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.

4. Delete paragraph (c) of subclause (xvii) of clause 10, Special Rates and insert in lieu thereof the following:

(c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.

5. Delete subclauses (ii) and (iii) of clause 14, Excess Fares and Travelling Time and insert in lieu thereof the following:

(ii) An employee who, with the approval of the employer, uses his/her own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.

(iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of

work being given. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar month's notice of the requirement to report to a new accustomed place of work.

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

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD2007_085, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant 'test case' decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

6. Delete subclause (ii) of clause 18, Special Conditions and insert in lieu thereof the following:
 - (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.
7. Delete subclause (i) of clause 27, Transport of Employee's Tools and insert in lieu thereof the following:
 - (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use his/her/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time.
8. Delete subclause (vi) of clause 28, Annual Leave and insert in lieu thereof the following:
 - (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in the Ministry of Health Circulars 74/166 and 75/251.
9. Delete subclauses (i) to (iv) of clause 31, Miscellaneous Leave Conditions and insert in lieu thereof the following:
 - (i) Employees shall be granted Repatriation Leave in accordance with Ministry of Health Policy Directive 2006_095, 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 2006_066, 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 2006_013, 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.
 - (iv) Employees shall be granted severance pay in accordance with the Ministry of Health Policy Directive 2007_085, 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.
10. Delete subclauses a. to d. of clause 40, Area, Incidence and Duration and insert in lieu thereof the following:
- a. This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 2, Definitions who are employed by the Director General, 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.
 - b. This Award replaces and rescinds the Public Health Service Employees Skilled Trades (State) Award (Incorporating the Ambulance Service of NSW Skilled Trades) published 11 April 2008 (365 IG 569) and all variations thereof.
 - c. 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 IG 359) take effect on and from 4 April 2012.
 - d. The award remains in force until varied or rescinded, the period for which it was made having already expired

C. G. STAFF J.

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TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 223 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Contract of Employment
4.	Classifications and Rates of Pay
5.	Training Competency
6.	Hours of Work
7.	Overtime
8.	Allocated Days Off
9.	Saturday and Sunday Work During Ordinary Hours
10.	Allowances
11.	Lactation Breaks
12.	Leave Conditions and Entitlements
13.	Family and Community Service Leave, Personal/Carer's Leave
13A.	Leave for Matters Arising from Domestic Violence
14.	Public Holidays
15.	Dispute Settlement Procedure
16.	Anti-Discrimination
17.	Merit Selection
18.	Deduction of Union Membership Fee
19.	Secure Employment
20.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

This award shall be known as the Taronga Conservation Society Australia Salaried Employees Award.

2. Definitions

- 2.1 Association shall mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 Employer shall mean the Taronga Conservation Society Australia (Taronga), as defined in Part 2 of Schedule 1 - Divisions of the Government Service in the *Public Sector Employment and Management Act 2002*.
- 2.3 Casual employee means an employee engaged and paid as such but shall not include an employee who is required to work a constant number of ordinary hours each week.
- 2.4 Temporary employee means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.
- 2.5 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Contract of Employment

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked shall be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, shall be those determined from time to time under the Public Sector Employment and Management Act 2002, the Public Sector Employment and Management (General) Regulation 1996 and as provided in the New South Wales Government Personnel Handbook. It is the intention of the parties to this award that the conditions available for persons performing part-time work shall be equivalent to those available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship.
- 3.5 Nothing in this award shall affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, only provided that no employee shall be dismissed without notice for:
 - (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
 - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.
- 3.6 Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.

3.8 Probationary Period -

- (a) Employees engaged as permanent employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary employment such permanent employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.
- (b) No other probationary periods shall apply.

4. Classifications and Rates of Pay

4.1 The minimum rates of pay for all classifications covered by the award are set out Part B Monetary Rates, Table 1 - Rates of Pay.

4.2 The grading requirements for horticulturists employed before 1 July 2010 are as follows:

- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
- (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
- (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
- (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
- (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
- (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.
- (g) Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.

4.3 The grading requirements for gardeners and horticulturists are as follows:

- (a) Horticultural Apprentice:
 - (i) Works under close direct supervision performing basic tasks using basic hand tools or equipment for which either no previous training or experience is required.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, planting and establishing new flora displays.
- (b) Gardener:
 - (i) Performs basic tasks associated with horticulture and gardening and works under supervision.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, weeding, mowing lawns and trimming hedges.
- (c) Horticulturalist:
 - (i) Has completed recognised Trade/Horticulture Certificate or equivalent experience and has limited supervisory experience.

- (ii) Carries out horticultural duties including: administering approved chemicals and species identification.
- (iii) Carries out general grounds maintenance including: maintaining current flora displays.
- (iv) Provides technical expertise and advice to labouring resources in carrying out of general grounds maintenance (including remnant bush areas and browse plantation).
- (v) Assists with supervising and training of apprentices.
- (d) Horticultural Supervisor:
 - (i) Supervises the maintenance of grounds including the supervision of labouring and horticultural resources (including remnant bush areas and browse plantation).
 - (ii) Supervises labouring and horticultural resources.
- (e) Progression within a classification will occur on the anniversary of an employee's appointment, or the date at which they were appointed to their current classification grade. Employees may only progress within the classification they are appointed to (ie: Apprentice, Gardener, Horticulturalist, and Horticultural Supervisor).
- (f) Progression is subject to a satisfactory performance review at the employee's current classification grade in accordance with Taronga Conservation Society Australia's performance management procedures.
- (g) Appointment of employees to higher classifications will be through a merit selection process when vacancies arise.

4.4 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
 - (i) No paid animal related industry experience required.
 - (ii) Undertakes Trainee Skills Assessment Workbook.
 - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
 - (i) At least 1 year of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
 - (i) At least 2 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.

- (iii) Enrolled in a Certificate III in Captive Animals.
- (iv) Existing employees must be satisfactory in general competencies.
- (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4
 - (i) At least 3 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under limited supervision.
- (e) Keeper Level 1
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 4 years paid animal husbandry related industry experience.
 - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.

- (iv) Existing employees must be satisfactory in general competencies.
- (h) Keeper Level 4
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
- (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
 - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
- (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
 - (iv) Existing employees must have successfully completed a substantial Zoological Parks Board of New South Wales project approved by three Life Sciences and Environmental Education Managers and endorsed by the Manager Life Sciences Operations or General Manager Life Sciences and Environmental Education. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
 - (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.

- (vi) Existing employees must be satisfactory in general competencies.
- (k) Keeper Grade 4 Level 2 (Specialist) (only available to employees employed permanently as a Keeper on 8 December 2005).
 - (i) Minimum of 3 years' experience as Divisional Supervisor and,
 - (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
- (l) Keeping Unit Supervisor
 - (i) Appointment by merit based selection.
 - (ii) Possession of the Certificate III in Captive Animals or equivalent.
 - (iii) Demonstrated experience and expertise relevant to the position.
 - (iv) Demonstrated supervisory skills.
- (m) Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or permanent keeping employee will be appointed.
- (n) A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- (o) A casual keeping employee will be paid one of the following rates depending on qualifications:
 - (i) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
 - (ii) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- (q) A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- (r) Appointment to the positions of Unit Supervisor will be through merit-based selection.
- (s) A higher duties allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded position are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the position for more than 12 months.
- (t) Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

4.5 Designer Classifications

Designers employed before 1 July 2010 will be classified and paid in accordance with the classifications and rates of pay for Designers (Exhibitions and Publications in Part B, Table 1 and will progress

annually. Any designer employee engaged on or after 1 July 2010 will be employed against the following classification structure and will not have access to the previous classification structure.

Progression between Junior Designer, Designer and Senior Designer will be based on merit selection processes, when vacancies arise.

- (a) Junior Designer
 - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under direct supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops draft concepts in response to design briefs, in consultation with Senior Designer or Design Manager.
 - (iv) Alters concepts at the direction of Senior Designer or Design Manager
- (b) Designer:
 - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under limited supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops concepts in response to design briefs, before review by Senior Designer or Design Manager.
 - (iv) Responsible for taking design briefs from internal clients.
- (c) Senior Designer:
 - (i) Degree qualified with extensive design experience.
 - (ii) Limited experience supervising more junior designers in the development and delivery of work.
 - (iii) Responsible for commissioning and managing photographic shoots.
 - (iv) Responsible for the autonomous project management of client work, including scheduling deliverables and proofing process.
 - (v) Provides design direction and guidance for Designers, Junior Designers and some external, contract designers in the development of design concepts.

5. Training Competency

- 5.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 5.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 5.3 Any direction issued by the employer pursuant to subclauses 5.1 and 5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

- 5.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies shall be developed having regard to National Competency Standards.
- 5.5 The employer will support the progression of permanent staff through their classification streams by the provision of training, mentoring and support as appropriate.

6. Hours of Work

- 6.1 The ordinary hours of work shall be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters shall, wherever possible, be agreed between the employer and employee. There shall be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice shall be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 6.2 Hours of work shall be either day shift or afternoon shift:
- (a) Day shift hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 6.3 A 15 per cent allowance shall be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

7. Overtime

- 7.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 7.2 For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter.
- 7.3 For the purposes of this clause, ordinary hours shall mean the hours of work fixed in accordance with clause 6, Hours of Work. The hourly rate when computing overtime shall be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 7.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they shall be provided with a meal or the appropriate meal allowance. The overtime allowance shall be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the Public Sector Employment and Management Act 2002 and shall be varied to maintain that equivalent relationship.
- 7.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 7.2 for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 7.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 7.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to annual leave.
- 7.8 Any day or days added in accordance with subclause 7.7 shall be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.

- 7.9 Subject to subclause 7.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 7.10 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.
- 7.11 For the purposes of subclause 7.10 what is unreasonable 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.

8. Allocated Days Off

- 8.1 Where possible, allocated days off (ADOs) shall be scheduled by mutual agreement between employees and the employer. ADOs may be accumulated up to a maximum of ten days. Accumulation of ADOs in excess of ten days shall require the approval of the employer.
- (a) Except as provided by subclause 8.1 of this clause, an employee shall be advised by the employer at least four weeks in advance of the week-day which is to be the ADO.
 - (b) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
 - (c) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.

In the event that an employee's ADO is a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

- 8.2 Allocated Day Off Falling on a Public Holiday - In the event of an employee's ADO falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
- 8.3 Work on Allocated Day Off - Subject to subclause 8.1 any employee required to work on their ADO shall be paid in accordance with the provisions of clause 7, Overtime.

9. Saturday and Sunday Work During Ordinary Hours

- 9.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work - Time and one-half;

Sunday Work - Time and three-quarters.

- 9.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, shall be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday shall be paid for a minimum of six hours at

the appropriate penalty rates; all other staff shall be paid for a minimum of three hours at the appropriate penalty rate.

- 9.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 6, Hours of Work, is not paid.

10. Allowances

- 10.1 First-aid Allowance - A standard first-aid kit shall be provided and maintained by the employer in accordance with the Occupational Health and Safety Regulation 2001. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, shall provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant shall be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 paid on a weekly basis and calculated as follows:

Annual Allowance/365.25 x 7 = Weekly Allowance

Casual employees shall be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 10.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 shall be paid
- 10.3 Disability Allowance - Zookeepers employed prior to 1 July 2010 working at Western Plains Zoo shall be paid an allowance at the rate as set in Item 5 of Table 2 which shall be treated as part of the ordinary wage for all purposes of this award.
- 10.4 Meal Allowance on one day journeys - An employee who is authorised 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 Item 6 of Table 2 Other Rates and Allowances of Part B Monetary Rates for:-
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
 - (c) 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.

However, meal expenses will not be payable on one-day journeys when the journey is between Taronga Conservation Society Australia work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship

- 10.5 All allowances with the exception of subclauses 10.3 and 10.4 shall be moved in accordance with State Wage Case decisions.

11. Lactation Breaks

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11.6 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.
- 11.7 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.
- 11.8 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 79, Sick Leave of this award, or access to the flexible working hours scheme provide in Flexible Working Hours of this award, where applicable.

12. Leave Conditions and Entitlements

- 12.1 All employees shall be entitled to leave in accordance with the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management (General) Regulation 1996 and the New South Wales Public Service Personnel Handbook.
- 12.2 In addition to subclause 10.1 of this clause, employees shall be entitled to additional parental leave entitlements as follows:
- (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement of Unpaid Parental Leave, in the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations 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 the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) 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.
- (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) Employee's request and the employer's decision to be in writing
- The employee's request made under (c)(i) and the employer's decision made under (c)(ii) must be recorded in writing.
- (iv) Request to return to work part-time
- Where an employee wishes to make a request under (c)(i)(3), 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.
- (d) Communication during parental leave
- (i) 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:
- (1) 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
 - (2) 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.
- (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 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.
- (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 subparagraph (d)(i).

12.3 Casual employees shall also receive unpaid Personal Carer's entitlement and Bereavement entitlement as follows;

- (a) 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 11.1 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 (iv), and the notice requirements set out in (v).
- (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 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 to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

(b) 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 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 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 to 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 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.

13. Family and Community Service Leave, Personal Carer's Leave

13.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and 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 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 or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

13.2 The Chief Executive Officer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause (a) of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause (b) 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.

- (a) Such unplanned and emergency situations may include, but not be limited to, the following:-
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.
- (b) Family and community service leave may also be granted for:
 - (i) 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 staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) 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.

- (c) Family and Community Services Leave replaces Short leave

13.3 Family and community service leave shall accrue as follows:

- (a) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
 - (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause 13. 1.

13.4 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in paragraph 13.3 is exhausted, the sick leave provisions under subclause 13.5 may be used by an employee to care for a sick dependant.

13.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 12.1.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's 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, sick leave accrued 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) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 12.5 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.

- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

13A. Leave for Matters Arising from Domestic Violence

- 13A.1 The definition of domestic violence is found in sub clause 2.5, of clause 2 Definitions, of this award;
- 13A.2 Leave entitlements provided for in clause 13, Family and Community Service Leave, Personal/Carer's Leave, and sick leave entitlements in clause 12, Leave and Entitlements, may be used by an employee experiencing domestic violence;
- 13A.3 Where the leave entitlements referred to in sub clause 12.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 13A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 13A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 13A.6 The employer, 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.

14. Public Holidays

- 14.1 All statutory and proclaimed public holidays shall be holidays for the purpose of this award.
- 14.2 Employees shall be paid for all ordinary time worked on public holidays at the rate of double time and one-half
- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an ADO given pursuant to the provisions of clauses 6, Hours of Work, and 8, Allocated Days Off.
- (a) if such employee is not required to work on that day the employer shall pay such employee the ordinary pay in respect of such day;
- (b) if such employee is required to work on that day the employer shall pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 6 is not paid.

15. Dispute Settlement Procedure

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.

The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.

- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify the Association delegate(s) who shall then take the matter up with the appropriate Manager.

- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include staff of the Human Resources Division.
- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- 15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed 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.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti discrimination legislation;
 - (b) offering or providing junior rates 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.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

17. Merit Selection

- 17.1 Merit selection is based on:
- (a) A competitive selection process;
 - (b) A selection process which assesses all applicants equally against job related criteria;
 - (c) Open access to job opportunities; and
 - (d) An independent selection process in accordance with this clause.

17.2 Selection Panel

- (a) A selection panel shall include:
- (i) the immediate supervisor or line manager of the vacant position which is the subject of the selection and recruitment process ("vacant position");
 - (ii) a person having some expertise in or knowledge of the nature and requirements of the vacant position, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the employer; and
 - (iii) an independent person referred to in paragraphs 16.2(c) and 16.2(f) ("independent").
- (b) Selection panels shall preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level positions. In all cases there should be at least one female and one male person on the selection panel.
- (c) If, after taking the steps referred to in paragraph 16.2(d), to obtain a person who is not, and preferably has not been, employed by the employer ("external independent") to be included on a selection panel, the employer determines that it is not possible or practicable to do so, it shall record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record shall be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant position.
- (d) For the purposes of paragraph 16.2(c) the relevant steps are:
- (i) making requests of at least three public sector agencies that they make available to the employer an external independent; and
 - (ii) in the event that an external independent cannot be procured pursuant to a request made under of subparagraph 16.2(d)(i) or by way of any reciprocal arrangement referred to in paragraph 16.2(e), seeking the assistance of the NSW Department of Premier and Cabinet to identify public sector agencies which may have available external independents.
- (e) To facilitate obtaining external independents for selection panels, the employer will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies ("reciprocal arrangements").
- (f) Where the employer has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
- (i) where possible, does not have any close professional or personal affiliation with any applicant for the vacant position, but who shall nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
 - (ii) is not employed in the same division of the employer as that in which the vacant position is situated.
- (g) Nothing in this clause should be construed as requiring the employer to pay external independents for their participation on selection panels.
- (h) The employer aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- (i) The convener is responsible for ensuring that:
- (i) equity principles are applied during the recruitment process;

- (ii) documentation of the selection process is completed and returned to the relevant recruitment personnel; and
 - (iii) appropriate feedback is provided to the unsuccessful applicants.
- (j) All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.

18. Deduction of Union Membership Fees

- 18.1 The Association must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee shall be provided to the employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.
- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

19. Secure Employment

19.1 Objective of this Clause

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

19.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months shall thereafter have the right to elect to have 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) 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.
- (c) Any casual employee who has a right to elect under paragraph 18.2(a), upon receiving notice under paragraph 18.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 18.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 18.2(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 the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph 18.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

19.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:

- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 18.3 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.

19.4 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.

19.5 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 Department of Education, Science and Training.

20. Area, Incidence and Duration

- 20.1 This award applies to all classifications of employees employed by the Taronga Conservation Society Australia listed in Table 1 - Rates of Pay, of Part B, Monetary Rates of this award.
- 20.2 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 IG 359) take effect on and from 12 April 2012.
- 20.3 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****Table 1 - Rates of Pay****Effective from the first pay period to commence on or after 1 July 2011**

Classification	4/7/11 Per annum \$
Clerks -General Scale -	
1st year (up to 18 years)	31,193
2nd year (or 20 years)	37,728
3rd year	40,661
4th year	41,772.02
5th year	43,539
6th year	44,329
7th year	45,428
8th year	47,108
9th year	48,815
10th year	50,619
At 19 years + (HSC)	35,346
Grade 1 -	
1st year	53,406
2nd year	54,976
Grade 2 -	
1st year	56,510
2nd year	58,059
Grade 3 -	
1st year	59,705
2nd year	61,504
Grade 4 -	
1st year	63,425
2nd year	65,375
Grade 5 -	
1st year	70,479
2nd year	72,702
Grade 6 -	
1st year	75,552
2nd year	77,766
Grade 7 -	
1st year	80,095
2nd year	82,491
Grade 8 -	
1st year	85,929
2nd year	88,659
Grade 9 -	
1st year	91,302
2nd year	93,869
Grade 10 -	
1st year	97,701
2nd year	100,613
Grade 11 -	
1st year	105,600
2nd year	110,077

Grade 12 - 1st year	116,975
2nd year	122,127
Stenographers and Machine Operators 1st year (up to 17 years)	23,169
2nd year (or 17 years)	27,501
3rd year (or 18 years)	31,197
4th year (or 19 years)	35,345
5th year (or 20 years)	37,384
6th year (or 21 years)	41,421
7th year	42,562
8th year	43,967
9th year	47,490
10th year	48,323
11th year	49,692
12th year	50,619
Grade 1 - 1st year	53,406
2nd year	54,976
Grade 2 - 1st year	56,510
2nd year	58,059
Grade 3 - 1st year	59,706
2nd year	61,504
Clerical Assistants - 1st year (or under 17 years)	21,713
2nd year (or 17 years)	24,389
3rd year (or 18 years)	29,345
4th year (or 19 years)	33,330
5th year (or 20 years)	35,346
6th year (or 21 years)	39,213
7th year	40,661
8th year	41,772
9th year	42,562
Class 1 - 1st year	44,329
2nd year	45,428
Class 2 - 1st year	47,108
2nd year	48,323
Class 3 - 1st year	49,282
2nd year	50,619
Class 4 - 1st year	51,590
2nd year	52,488
Typists and Communications Assistants - 1st year (or under 17)	23,169
2nd year (or 17 years)	25,859
3rd year (or 18 years)	29,345
4th year (or 19 years)	33,330
5th year (or 20 years)	37,384
6th year (or 21 years)	40,661
7th year	41,420
8th year	42,562

Senior Typist - 1st year	44,329
2nd year	45,428
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1	44,330
Level 2	46,287
Level 3	48,323
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1 Grade 1	51,590
Level 1 Grade 2	52,999
Level 2 Grade 1	54,416
Level 2 Grade 2	55,507
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	58,059
Grade 2	59,122
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	62,815
Grade 2	65,375
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)	
1st Year	21,567
2nd Year	25,488
3rd Year	29,409
4th Year	35,291
Gardener (Applies to employees engaged post 1 July 2010)	
Grade 1	39,213
Grade 2	41,060
Grade 3	42,170
Horticulturalist (Applies to employees engaged post 1 July 2010)	
Grade 1	49,906
Grade 2	51,402
Grade 3	52,945
Grade 4	55,507
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)	
Grade 1	58,937
Grade 2	60,705
Grade 3	62,526
Keeper Grade 4 (Specialist) - Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005) Keeper as at Jan 06 Trainee Keeper -	
Level 1	70,479
Level 2	37,430
Level 3	39,925
Level 4	42,420
	44,916

Keeper - Level 1	49,906
Level 2	52,402
Level 3	54,897
Level 4	57,392
Senior Keeper - Level 1	59,888
Level 2	64,878
Keeping Unit Supervisor - Year 1	72,364
Year 2	73,861
Year 3	75,359
Keeper before Jan 06 Grade 1	
Level 01	46,656
Level 02	47,108
Level 03	47,934
Level 04	48,815
Grade 4 Level 01	63,958
Level 02	70,479
Publicity and Assistant Publicity Officer -	
Public Relations Officer - Grade 1 -	
1st year	79,306
2nd year	80,901
3rd year	82,491
Grade 2 -	
1st year	93,026
2nd year	94,826
3rd year	96,742
Publicity Officer -	
1st year	66,610
2nd year	68,519
3rd year	69,776
Assistant Publicity Officer -	
1st year	60,328
2nd year	62,084
Gate Receptionists	49,692
Graphic Designer (Applies to employees engaged prior 1 July 2010)	
1st Year	49,282
2nd Year	50,204
3rd Year	51,590
4th Year	53,135
5th Year	54,976
6th Year	55,940
7th Year	56,993
8th Year	58,605
9th Year	60,889
10th Year	63,425
11th Year	65,375
12th Year	67,940

Junior Designer	
Grade 1	42,537
Grade 2	44,239
Grade 3	46,008
Grade 4	47,848
Designer	
Grade 1	49,282
Grade 2	51,499
Grade 3	53,816
Grade 4	56,238
Grade 5	58,769
Senior Designer	
Grade 1	61,708
Grade 2	64,793
Grade 3	68,032

Table 2 - Other Rates and Allowances

Effective from the first pay period to commence or after the dates specified in the table

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Overtime Meal Allowance: Dinner Supper	26.45 9.00
2	11.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	14.71 per week 22.14 per week
3	11.1	Casual First-aid allowance	12.80 per shift
4	11.2	Uniforms - Laundry Allowance Gate Receptionist Laundry Allowance	6.08 per week 5.35 per week
5	11.3	Disability Allowance at Western Plains Zoo Payable only to existing keepers (permanent, temporary and casual) employed before 1 July 2010, for the term of their current contract	15.20 per week
6	11.4	Meal Allowance: Breakfast Lunch Dinner	21.15 \$24.20 \$41.65

C.G. STAFF J

TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2011 - 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 222 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

PART A

1. Title

The Award is called the Taronga Conservation Society Australia Wages Employees' Award 2011 - 12.

2. Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Operation of the Award
6.	No Extra Claims
7.	Availability of Award
8.	Dispute Resolution
9.	Workplace Flexibility and Multi-skilling
10.	Types of Employment
11.	Multiple Contracts
12.	Disciplinary Procedures
13.	Leave
14.	TZ Guest Services and Commercial Operations - Special Conditions
15.	Wage Increases and Wage Rates
16.	Payment of Wages
17.	Wage Sacrifice for Superannuation
18.	Classification Requirements
19.	Appointment and Progression
20.	Allowances
21.	Insurance of Tools
22.	Rosters
23.	Ordinary Hours of Work
24.	Rest Period
25.	Shift Loadings
26.	Overtime
27.	Call Back
28.	Starting and Finishing Work
29.	Annual Leave
30.	Annual Leave Loading

31. Public Holidays and Picnic Days
32. Uniforms, Personal Protective Clothing and Equipment
33. Secure Employment
34. Contractors and Volunteers
35. Anti-discrimination
36. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Schedule 3 - Leave Policies

3. Definitions

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2011.

"Supervisor" means a person who supervises an employee or employees covered by the Award

"TCSA" means the Zoological Parks Board of New South Wales a declared authority under the Zoological Parks Board Act 1973 and the Zoological Parks Board Amendment Act 2000, which under this legislation may also be called the Taronga Conservation Society Australia (with the use of this name having the same effect for all purposes as the Zoological Parks Board of New South Wales).

"TZ" means Taronga Zoo, Bradley's Head Road, Mosman, New South Wales

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales

"Union/s" means United Voice, New South Wales Branch, Australian Workers Union Greater New South Wales Branch, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union - CEPU - Plumbing Division, New South Wales Branch, Construction, Forestry, Mining and Energy Union, Construction and General Division, New South Wales Branch, Electrical Trades Union - New South Wales Branch, and Transport Workers Union of New South Wales.

4. Application

4.1 The parties to the Award are Taronga and the Unions.

4.2 The Award applies to and is binding on the parties to the Award and all permanent, temporary, casual and apprentice employees, employed by Taronga in the classifications of: Apprentice; Labourer/Driver/Operator; Labourer; Labourer/Driver/Operator (Leading Hand); Labourer (Leading Hand); Water Systems Operator; Water Systems Operator (Leading Hand); Tradesperson; Tradesperson (Leading Hand); Works and Trades Supervisor; Sky Safari Attendant; Sky Safari Operator; Senior Sky Safari Operator; Cleaner; Cleaner (Leading Hand); Cleaning Supervisor; Guest Services Attendant; Guest Services Officer; Guest Services Site Coordinator; Gatekeeper; Security Officer; Senior Security Officer; Assistant Security Manager and Security Manager.

4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Zoological Parks Board of New South Wales Asset Operations Employees Taronga Zoo Enterprise Agreement 2003; Zoological Parks Board of New South Wales Commercial Operations and Guest Services Employees Enterprise Agreement 2003; Western Plains Zoo Employees - Zoological Parks Board of NSW Enterprise Agreement 2003; Crown Employees (Skilled Trades) Award; General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award; Transport Industry (State) Award; Miscellaneous Workers' General Services (State) Award, Security Industry (State) Award and the Crown Employees Wages Staff (Rates of Pay) Award. For the avoidance of doubt, the parties acknowledge that:

- (a) this Award rescinds and replaces those enterprise agreements referred to in this clause; and

- (b) it is the intention of the parties that the awards referred to in this clause have no application to the employees covered by the Award and will be varied accordingly.

5. Operation of the Award

This Award has effect from the beginning of the first full pay period on or after 1 July 2011 and will remain in force until 30 June 2012 and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award, 2008-2011 published 2008-2011 published 26 March 2010 (370 I.G. 115)..

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 IG 359) take effect on and from 4 April 2012

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

6. No Extra Claims

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

7. Availability of Award

- 7.1 The master copy of the Award will be kept at Human Resources at Taronga Zoo and a copy in the office of the General Manager, Taronga Western Plains Zoo.
- 7.2 A copy of the Award will be made available to all existing and new employees covered by the Award.

8. Dispute Resolution

- 8.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 8.2 The Vocational Training Order for Apprentices made under the Apprenticeship and Traineeship Act 2001 will override any conflicting steps contained in this clause.
- 8.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 8.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 8.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.
- 8.6 Where a bona fide and critical occupational health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 8.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 8.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.

- 8.9 A matter in dispute will first be discussed between an employee and their supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level, or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 8.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.
- 8.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the General Manager, Human Resources or their delegate with the aim of trying to resolve the matter within 5 working days.
- 8.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

9. Workplace Flexibility and Multi-Skilling

- 9.1 The Unions and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and visitor-oriented operation.
- 9.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to TCSA operational requirements.
- 9.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 9.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 9.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 9.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 9.7 TWPZ or TZ Guest Services and Commercial Operations employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the higher duties provisions of the Award.
- 9.8 Labourers and Labourer/Driver/Operators who have the skills may perform minor maintenance work, which is approved beforehand by the relevant manager where practicable.
- 9.9 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, occupational health and safety requirements, animal welfare requirements and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding between Taronga and the Unions that professional drivers will be used in animal transportation where considered appropriate by the relevant managers.
- 9.10 A series of policy guidelines for animal transportation will be reviewed in consultation with the Transport Workers Union.

10. Types of Employment

- 10.1 An employee will be engaged as a permanent, temporary, casual or apprentice employee.
- 10.2 An employee may be required by Taronga to perform their duties on sites other than TCSA premises.
- 10.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.
- 10.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

Permanent Employment

- 10.5 A permanent employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 10.6 A probationary period may be for a period of up to 6 months.
- 10.7 During a probationary period, Taronga may terminate the employment of a permanent employee giving one week's notice.
- 10.8 A permanent employee may terminate their employment giving 2 weeks notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 10.9 If a permanent employee's position becomes redundant, New South Wales Government policy will apply.
- 10.10 After the probationary period, Taronga may terminate the employment of a permanent employee in accordance with Clause 12 Disciplinary Procedures of the Award.

Temporary Employment

- 10.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 10.12 A temporary employee will be advised in writing that their employment is temporary.
- 10.13 By agreement between the employee and Taronga, a temporary employee may be paid an allowance of 1/12th of their base salary in lieu of annual leave.
- 10.14 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 10.15 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 10.16 A casual employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave. The NSW Long Service Leave Act will cover long service leave.
- 10.17 The casual loading and casual annual leave allowance will not be paid on overtime. A casual TWPZ employee and TZ Capital Works and Infrastructure employee will be engaged for a minimum shift of 3 hours.

- 10.18 A casual TZ Guest Services and Commercial Operations employee, except for Sky Safari rescue team members, will be engaged for a minimum of 4 hours.
- 10.19 A Sky Safari rescue team member, other than Sky Safari Attendants and Operators, may be engaged for a minimum of 1 hour.
- 10.20 Taronga or the employee may terminate the employment of a casual employee giving one hour's notice.

Apprentices

- 10.21 The Vocational Training Order made under the Apprenticeship and Traineeship Act 2001 will override any conditions of employment for an Apprentice otherwise prescribed in the Award.
- 10.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 10.23 Progression within the rates prescribed for the years of service for Apprentices will be in accordance with the Vocational Training Order made under the Apprenticeship and Traineeship Act 2001.

11. Multiple Contracts

- 11.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 11.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instrument.
- 11.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.

12. Disciplinary Procedures

- 12.1 Taronga may take disciplinary action if a permanent employee:
- (a) engages in any misconduct;
 - (b) whilst on duty consumes, uses or shows the effects of alcohol or prohibited drugs;
 - (c) intentionally disobeys or intentionally disregards any lawful order made or given by a person having authority to make or give the order;
 - (d) does not comply with any lawful written direction given by Taronga;
 - (e) is negligent, careless, inefficient or incompetent in the performance of their duties; or
 - (f) engages in any disgraceful or improper conduct which may bring Taronga into disrepute.
- 12.2 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of the procedures contained in this clause.
- 12.3 Provided that Taronga may dismiss a permanent employee without notice for serious misconduct or wilful disobedience, Taronga may take the following disciplinary action in a case of poor behaviour or performance by a permanent employee:
- (a) A supervisor may discuss the matter with an employee in an initial interview and agree on the future standard of behaviour or level of performance required of the employee.
 - (b) If an employee fails to reach or maintain the standard of behaviour or level of performance agreed in an initial interview, or if the matter is so serious as to warrant it, a manager may conduct a disciplinary interview with an employee. The employee will be advised of the future

standard of behaviour or level of performance required of them, with a warning that any repetition of the behaviour or continuation of the poor performance may result in dismissal.

- (c) If an employee fails to reach or maintain the standard of behaviour or level of performance as determined in a disciplinary interview, Taronga may dismiss the employee giving them two weeks notice of termination of employment or the equivalent payment in lieu of notice.

13. Leave

- 13.1 Leave conditions are provided for by Taronga policies listed in Schedule 3 of the Award. These policies are not incorporated by the Award and will apply as in force from time to time.
- 13.2 Taronga will negotiate with Unions on any proposed revision of policies referred to in Schedule 3 of the Award.

14. TZ Guest Services and Commercial Operations - Special Conditions

Accommodation for Meals

- 14.1 Where practicable Taronga will allow employees to have their meal and tea breaks in a suitable place protected from the weather.
- 14.2 Taronga will provide employees with adequate facilities for tea making and for heating food.
- 14.3 Taronga will advise employees of the accommodation available at the work site before work starts at that site.

Dressing Accommodation

- 14.4 Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided by Taronga.

Work Materials

- 14.5 All materials required for cleaning, including soap and/or detergent and materials for washing up purposes, will be supplied by Taronga.

Expenses for Attendance at Court

- 14.6 Where it is necessary for an employee to attend a court hearing on behalf of Taronga or a client of Taronga in relation to any matter arising out of or in connection with the employee's duties, the time taken will count as time worked.
- 14.7 An employee will be reimbursed for all reasonable expenses incurred in attending court.

15. Wage Increases and Wage Rates

- 15.1 Employees are awarded an increase in remuneration or other conditions of employment of 2.5 per cent payable from the first full pay period on or after 1 July 2011.
- 15.2 This increase in remuneration or other conditions of employment will be processed as soon as practicable after the finalisation of the award negotiations and on the certification of the new award by the IRC.
- 15.2 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.

16. Payment of Wages

- 16.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 16.2 Taronga will provide employees with pay advice either electronically or in paper form, unless requested by the employee not to provide any advice. If an employee would normally receive an electronic pay advice they may, on application to Taronga, be provided with the advice in paper form.
- 16.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 16.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

17. Wage Sacrifice for Superannuation

- 17.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 17.2 The election is subject to the rules of the employees' superannuation fund allowing TCSA to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 17.3 The election must be made before the period of service to which the earnings relate.
- 17.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 17.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

18. Classification Requirements

- 18.1 The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 9 - Workplace Flexibility and Multi-skilling of the Award or changing, with written advice, the expected nature and mix of duties consistent with the classification requirements.

TZ Labourer/Driver/Operator

- 18.2 A Labourer/Driver/Operator will undertake a mix of duties as directed by their Supervisor.
- 18.3 The requirements for a Labourer/Driver/Operator Grade 1 are:
- (a) have less than 12 months relevant experience;
 - (b) to be able to perform basic tasks in maintenance, construction and transport;
 - (c) to have their performance monitored by close supervision; and
 - (d) to complete the Induction Course.

18.4 The requirements of a Labourer/Driver/Operator Grade 2, in addition to the requirements of Labourer/Driver/Operator Grade 1, are:

- (a) minimum 12 months relevant experience;
- (b) to perform tasks in maintenance, construction and transport under general supervision and direction;
- (c) to operate relevant machinery and tools; and
- (d) to undertake on-the-job training to develop skills relevant to TCSA, including approved manual handling and OHS&E awareness courses.

18.5 The requirements of a Labourer/Driver/Operator Grade 3, in addition to the requirements of Labourer/Driver/Operator Grade 2, are:

- (a) preparedness to fully integrate the duties of Driver, Labourer and Operator;
- (b) to have 2 years or more relevant experience;
- (c) to perform tasks without supervision;
- (d) to perform some complex tasks within the range of duties required by Taronga exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to contribute to decision-making processes via relevant manager;
- (g) to be capable of and may be required to supervise employees; and
- (h) to undertake on-the-job training in basic tradespersons skills as required by Taronga.

TZ Labourer/Driver/Operator (Leading Hand)

18.6 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic WHS training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;
- (e) must have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) will undertake or have completed supervision training.

TWPZ Labourer

18.7 The requirements of a Labourer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;

- (c) to have performance monitored by close direction and/or continual performance assessment;
- (d) to complete Induction Course.

18.8 The requirements of a Labourer Grade 2 are:

- (a) minimum 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by general supervision and direction; and
- (d) to be prepared to undertake on-the-job training to develop skills relevant to Taronga, including approved manual handling and WHS awareness courses.

18.9 The requirements of a Labourer Grade 3 are:

- (a) minimum 2 years or more relevant experience
- (b) to perform basic tasks without supervision;
- (c) to perform some complex tasks within the range of duties required by Taronga;
- (d) to exercise limited decision-making including exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to undertake on-the-job training to develop skills relevant to Taronga; and
- (g) to assist in running courses.

18.10 The requirements of a Labourer Grade 4 are:

- (a) minimum 3 years relevant experience;
- (b) to be able to perform a wide range of complex tasks;
- (c) to be able to work unsupervised and usually without detailed instructions;
- (d) to exercise independent action within established work practices; to be prepared to undertake on the job training to develop skills relevant to Taronga; and
- (e) to assist in running training courses.

TWPZ Labourer (Leading Hand)

18.11 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic WHS training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;

- (e) to have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) to undertake or have completed supervision training.

Water Systems Operator

18.12 The requirements of a Water Systems Operator are:

- (a) to ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant;
- (b) to ensure the plant is maintained in a clean, presentable and operational manner, including using any additives as necessary;
- (c) to administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the relevant manager; and
- (d) to operate and maintain TCSA water systems to satisfy approved stakeholder requirements.

Water Systems Operator (Leading Hand)

18.13 The requirements of a Water Systems Operator (Leading Hand) are:

- (a) have demonstrated experience in monitoring and optimising the performance of water systems to ensure water quality requirements are met and maintained;
- (b) have high level of experience in the maintenance and operations of water treatment systems;
- (c) to be able to identify and coordinate maintenance tasks associated with all water treatment systems liaising with external service providers.
- (d) to ensure that all works associated with water systems is carryout in a safe and efficient manner.
- (e) have the ability to train staff and document processes and procedures related to all water systems.
- (f) to ensure that all records are maintained to meet the requirements of all stakeholders and statutory authorities.
- (g) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (h) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (i) to exercise independent action;
- (j) to undertake on-the-job training in basic skills of other trades; and
- (k) to run training courses as required.

TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder (First Class), Electrical Fitter

18.14 The requirements of a Tradesperson Grade 1 are:

- (a) to undertake a full range of tradespersons duties;
- (b) to be able to work without supervision;

- (c) may work independently and be responsible for a section of work following established priorities and work practices;
- (d) to have completed Trade Certificate; and
- (e) will undertake on-the-job training in basic skills of other trades, as required.

18.15 The requirements of a Tradesperson Grade 2, in addition to the requirements of Tradesperson Grade 1, are:

- (a) 12 months or more relevant experience;
- (b) to exercise independent action;
- (c) to be capable of and may be required to supervise employees;
- (d) to contribute to decision-making processes via relevant management;
- (e) may assist in running training courses under the direction of the Supervisor;
- (f) will be required to have completed Trade Certificate; and
- (g) will undertake on-the-job training in basic skills of other trades, as a minimum.

TZ Tradesperson (Leading Hand)

18.16 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (c) to exercise independent action;
- (d) have completed Trade Certificate;
- (e) to undertake on-the-job training in basic skills of other trades; and
- (f) to run training courses as required.

TWPZ Tradesperson - Carpenter; Motor Mechanic, Painter, Plumber

18.17 The requirements of a Tradesperson (Leading Hand) are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trades Certificate;
- (g) to undertake on the job training in the basic skills of other trades; and

- (h) to conduct training.

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber (Leading Hand)

18.18 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to exercise independent action;
- (e) to have completed Trades Certificate;
- (f) to undertake on the job training in the basic skills of other trades; and
- (g) to conduct training courses.

TWPZ Works and Trades Supervisor

18.19 The requirements of a Works and Trades Supervisor are:

- (a) to supervise staff, allocate duties, monitor performance, provide direction on work to be performed;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within the section;
- (c) to exercise independent action;
- (d) to liaise with senior staff in other sections to ensure a co-ordinated approach to work;
- (e) to undertake available management courses and training;
- (f) to ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of TWPZ facilities, grounds and exhibits;
- (g) verify the work is completed relevantly and achieves TCSA standards;
- (h) to manage, guide, develop and support allocated team members to achieve individual and TCSA goals;
- (i) to drive the team's adoption of an enhanced customer focused approach; and
- (j) to ensure employees under their leadership adhere to all TCSA policies, including occupational health, safety and environment requirements and the Code of Conduct.

Sky Safari Attendant

18.20 A casual employee, including nominated members of the Sky Safari rescue team, will be employed as a Sky Safari Attendant Grade 1.

18.21 The requirements of a Sky Safari Attendant Grade 1 are:

- (a) to assist with ensuring the good order and safe operation of Sky Safari cable cars;

- (b) to provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;
- (c) to perform general cleaning and tidying of Sky Safari cabins and platforms;
- (d) to work closely with other departments of Taronga to ensure a seamless experience for guests on TCSA premises;
- (e) have performance monitored by close supervision; and
- (f) to undertake training as required and provided by Taronga, including Sky Safari Attendants training program.

18.22 The requirements of a Sky Safari Attendant Grade 2, in addition to the requirements of Sky Safari Attendant Grade 1, are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake training as required and provided by Taronga Sky Safari Operators
Sky Safari Operator

18.23 AttendantsThe requirements of a Sky Safari Operator, in addition to the requirements of Sky Safari Attendant Grade 2 are:

- (a) completion of Sky Safari Operator training and rescue team training;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to provide maintenance assistance as required;
- (d) to have performance monitored by supervision;
- (e) to complete relevant and required training as provided by Taronga, including Sky Safari Attendant training program at Sky Safari Attendant Grade 1 level; and
- (f) have completed Senior First Aid course.

The requirements of Sky Safari Driver Operator are:

- (e) to complete relevant and required training as provided by Taronga, including but not limited to Sky Safari Attendant/Operator competency training programs as required.
- (a) completion of Sky Safari Driver Operator training and rescue team training and be deemed to be fully competent;
- (b) to be fully competent with the Sky Safari Evacuation Manual and all evacuation procedures;
- (d) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections;
- (c) to provide maintenance assistance as required;
- (d) to have performance monitored by supervision;
- (f) possess a current Senior First Aid Certificate..

An allowance will be payable to those employees engaged in the capacity of a Drive Operator for the entire shift.

Senior Sky Safari Operator

18.24 The requirements of a Senior Sky Safari Operator, in addition to the requirements of Sky Safari Operator, are:

- (a) 2 years relevant experience;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections; and
- (d) to provide maintenance assistance as required.

Cleaner

18.25 A casual Cleaner will be employed as a Cleaner Grade 1.

18.26 The requirements of a Cleaner Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform cleaning work of any description on TCSA premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by Taronga, including the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training;
- (c) to distribute and maintain toilet and other requisites and cleaning materials in buildings or establishments;
- (d) to clean carpets including operating equipment used in powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');
- (e) to clean windows and other glass panels and doors, as required;
- (f) to operate 'ride-on' powered sweeping machines, where relevant training has been provided;
- (g) to operate steam cleaning and pressure washing equipment on the exterior of buildings no higher than 2.5 metres on one level;
- (h) to bring into or maintain TCSA premises in a clean condition, whatever may be the nature of the employee's other duties;
- (i) to perform customer or public relations or other duties as required;
- (j) to have performance monitored by close supervision; and
- (k) to undertake relevant training as provided and required by Taronga.

18.27 The requirements of a Cleaner Grade 2, in addition to the requirements of Cleaner Grade 1 are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and

- (c) to undertake relevant training as provided and required by Taronga.

18.28 The requirements of a Cleaner Grade 3, in addition to the requirements of Cleaner Grade 2, are:

- (a) to have performance monitored by supervision;
- (b) to have completed relevant and required training as provided by Taronga at Cleaner Grade 2 Grade;
- (c) to perform supervising of staff on an occasional basis;
- (d) to hold a full driver's licence (including endorsement to drive a manual vehicle);
- (e) to monitor stock levels (unsupervised);
- (f) to assist in the completion of Quality Assurance audits and facility maintenance audits; and
- (g) to assist in training new staff and retraining current staff.

Cleaner (Leading Hand)

18.29 The requirements of a Cleaner (Leading Hand), in addition to the requirements of Cleaner Grade 3, are:

- (a) to provide support and relief when required to Cleaning Supervisor/s;
- (b) to assist Cleaning Supervisor/s in general supervision of Grade 1, 2 and 3 cleaning duties;
- (c) to perform tasks without supervision;
- (d) to lead a team of cleaners;
- (e) to order supplies and perform administrative tasks as required;
- (f) to implement cleaning procedures and other relevant cleaning documentation;
- (g) to conduct quality assurance audits and facility maintenance audits;
- (h) to implement training programs for new staff and retraining programs for current staff; and
- (i) hold current Senior First Aid Certificate.

Cleaning Supervisor

18.30 The requirements of a Cleaning Supervisor are:

- (a) to perform the cleaning duties of Cleaner or Leading Hand Cleaner, as required;
- (b) to ensure the clean presentation of TCSA premises by directing, co-ordinating and prioritising the work of cleaners;
- (c) to provide ongoing advice to the officer in charge of the cleaning department for the preparation of rosters and ensure their implementation;
- (d) verify the work of Cleaners is completed relevantly and achieves TCSA standards;
- (e) to supervise and lead cleaning employees;
- (f) to order supplies and receive deliveries;

- (g) to maintain building/s or section/s of TCSA premises;
- (h) to maintain cleaning equipment;
- (i) to operate computer equipment and maintain records, as required;
- (j) to develop comprehensive training programs for staff at all Grades;
- (k) to develop and complete quality assurance audits and facility maintenance audits;
- (l) to perform general administration duties including computer based payroll systems, computer based record keeping systems, basic filing system management and other general administration duties; and
- (m) to develop and implement a roster that prioritises cleaning tasks to ensure that the Zoo is presented at its best at all times.

TWPZ Guest Services Attendant

18.31 The requirements of a Guest Services Attendant may include but are not limited to the following:

- (a) provide the highest level of customer service to guests;
- (b) meet and greet guests at any entry/exit point to TCSA premises and within the zoo grounds;
- (c) facilitate the hiring of bicycles and motorised carts to visitors, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed;
- (d) perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction;
- (e) provide information and assistance to visitors, including distributing event information/maps, operating attractions, issuing directions, checking tickets after point of sale and other value-adding customer activities;
- (f) provide visitors with hire forms and operational instructions; and assist visitors in fitting equipment, completing forms, and checking equipment upon its return;
- (g) maintain bicycle and motorised carts and hire station in a clean and presentable manner; and
- (h) undertake on the job training as required and provided by Taronga.

Notes: Licensed drivers only are to operate motorised carts.

Built into the wage rate for this classification as set out in Schedule 1 of the Award is a component paid in lieu for any claims for shift loadings, except for a Public Holiday shift loading.

Guest Services Officer

18.32 The requirements of a Guest Services Officer are to perform any of the following tasks, or combination of tasks:

- (a) meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (b) operate Taronga car park including the management of car park spaces, traffic flow, collection of parking fees and issuing receipts;

- (c) provide the highest level of customer service to guests;
- (d) undertake customer service duties as directed, including the provision of information to visitors, distributing event information/maps, and assisting and escorting guests;
- (e) perform administrative/operational duties to support guest services functions; and
- (f) undertake on the job training as required and provided by Taronga.

Senior Guest Services Officer

18.33 The requirements of a Senior Guest Services Officer, in addition to the requirements of Guest Services Officer, are:

- (a) more than 12 months relevant experience within a face to face Customer Service industry; and/or
- (b) to support and assist Guest Services Site Coordinator and Work Officers;
- (c) to provide reports to Site Coordinator as required including daily issues;
- (d) to identifying WHS issues and generating work requisitions as necessary.;
- (e) possess a current Senior First Aid Certificate; and
- (f) to complete relevant and required training as provided by Taronga for Guest Services Officers.

Guest Services Site Coordinator

18.34 The requirements of a Guest Services Site Coordinator, in addition to the requirements of Senior Guest Services Officer, are:

- (a) more than 2 years supervisory relevant experience within the customer services, tourism and/or Hospitality industry;
- (b) to meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (c) possess a current Senior First Aid Certificate or Occupational First Aid Certificate;
- (d) to undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and relevant staffing levels and signage, and liaise with management and other departments of Taronga regarding same as required;
- (e) to report on the impact of construction on guest circulation and advise as to alternative solutions to improve visitor experiences;
- (f) to report on guest impact of changes to animals on exhibit;
- (g) to resolve visitor issues, consulting with senior management as relevant;
- (h) to assist in pre-show activities, (e.g. Seal and Bird Shows);
- (i) to assist in briefings delivered by senior management;
- (j) to supervise or act as 'meet and greet host' for booked groups;
- (k) to supervise Guest Services personnel and volunteers; and
- (l) to prepare and distribute daily reports of activities within the ground as required.

Gatekeeper

18.35 The requirements of a Gatekeeper are:

- (a) while stationed at an entrance and/or exit, to control the movement of persons, vehicles, goods and/or property arriving or departing from TCSA premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;
- (b) to perform area or door attendant/commissionaire role in a commercial building as required and where qualified;
- (c) to perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and
- (d) to undertake on the job training as required and provided by Taronga.

Security Officer

18.36 A casual Security Officer will be employed as a Security Officer Grade 1.

18.37 The requirements of a Security Officer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to observe, guard and/or protect TCSA premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, staff and guests of Taronga as part of a team;
- (c) to be fully conversant with TCSA Guest Services and Security procedures relating to TCSA operations, premises and/or property, including emergency procedures for environmental controls of exhibits;
- (d) to be conversant with location and use of all TCSA fire fighting equipment, including service and maintenance requirements;
- (e) to provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;
- (f) to be fully conversant with procedures for accepting injured animals after hours;
- (g) to possess a current Security Industry Certificate, and relevant security licence (1AC); and
- (h) to undertake or have completed on the job training.

18.38 The requirements of a Security Officer Grade 2, in addition to the requirements of Security Officer Grade 1, are:

- (a) more than 12 months relevant experience; and
- (b) to undertake required training as required and provided by Taronga.

Senior Security Officer

18.39 The requirements of a Senior Security Officer, in addition to the requirements of a Security Officer Grade 2, are:

- (a) a minimum of 3 years industry service; and

- (b) to assist the Security Manager and Assistant Security Manager in the management of operations as required.

Assistant Security Manager

18.40 The requirements of an Assistant Security Manager, in addition to the requirements of a Senior Security Officer, are:

- (a) liaise with management and other departments of Taronga regarding general security matters;
- (b) to direct inquiries from the general public to relevant management;
- (c) to deputise for the Security Manager as required; and
- (d) to assist the Security Manager in the management of operations.

Security Manager

18.41 The requirements of a Security Manager, in addition to the requirements of an Assistant Security Manager, are:

- (a) to manage, plan and co-ordinate TCSA security operations including recruitment and training of staff and provide reports as requested, including monthly financial reports and yearly budget plans;
- (b) to co-ordinate emergency procedures;
- (c) to direct Security Officers and Gatekeepers in the daily operations of the security team;
- (d) to oversee and develop Security Officer and Gatekeeper rosters; and
- (e) to perform security duties, and be on-call to respond to security emergencies/matters.

Note: Built into the Security Manager wage rates prescribed in Schedule 1, is a component paid in lieu of any claims for on call allowance, shift and/or overtime rates, except for elective overtime provided under the Overtime clause of the Award.

19. Appointment and Progression

- 19.1 Merit based selection processes will be used to make appointments.
- 19.2 Relevant experience will be considered in determining the level to which an employee is appointed.
- 19.3 Progression within a classification will be considered on the anniversary of an employee's progression to their current grade, unless specified otherwise in the relevant classification requirements.
- 19.4 Progression within a classification is subject to a satisfactory performance review at the employee's current grade in accordance with TCSA performance management procedures and the requirements of the current grade being achieved.
- 19.5 TWPZ vacancies above base grade will be advertised internally in the first instance.

20. Allowances

- 20.1 The allowances provided for in this Clause are set out in Schedule 2 of the Award.
- 20.2 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged part time, the allowance will be paid on a pro rata basis by dividing the weekly rate by 38 for an hourly rate to a maximum of the weekly allowance.

Tool. Allowance

20.3 A weekly tool allowances will be paid to a Tradesperson and an Apprentice for providing and maintaining their own hand tools.

20.4 The allowance will be paid for all purposes, except separation.

Tradespersons Licence Allowance

20.5 A weekly licence allowance will be paid to a Tradesperson, except a plumber, gasfitter and drainer, when required by Taronga to hold the prescribed licence/s. The allowance will be paid for all purposes, except separation.

20.6 An hourly licence allowance will be paid as a flat rate for all hours worked to a plumber, gasfitter or drainer when the relevant licence is held and acted upon.

Security. Licence Allowance

20.7 On production of the original licence, Taronga will reimburse an employee for the cost of the licence fee and application fee if they are required to hold a Class 1 licence under the Security Industry Act 1997.

20.8 Should the employment of an employee required to hold a Class 1 licence cease during the life of the licence, the employee will have the pro rata value of the licence and application fee for the years of licence remaining deducted from their separation payments.

Registration Allowance

20.9 A weekly registration allowance will be paid to a plumber who is required to hold a Certificate of Registration. The allowance will be paid for all purposes, except separation.

Chokage Allowance

20.10 A daily chokage allowance will be paid as a flat rate, to a TZ Plumber when required to work on a chokage, and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material, or a scupper containing sewage; or is required to work in a septic tank in operation.

Fouled Equipment Allowance

20.11 A daily fouled equipment allowance will be paid as a flat rate, to a TZ Capital Works and Infrastructure employee when required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, except when they are already receiving a chokage allowance.

Labourer/Driver/Operator Travel Allowance

20.12 A weekly travel allowance will be paid to a TZ Labourer/Driver/Operator in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award.

Higher Duties Allowance

20.13 A higher duties allowance will be paid when an employee is required by the relevant manager to relieve in a position at a higher grade for periods of 5 or more consecutive working days, with a rostered day off being regarded as a working day for the purpose of calculating the 5 day qualifying period. At TWPZ, an employee who is temporarily appointed to supervise employees engaged under various government schemes for 3 or more days will be paid a higher duties allowance for a minimum of 5 days.

20.14 The allowance will be an amount equal to the difference between the wage of the higher graded position and the wage of the relieving employee's position.

- 20.15 If only a portion of the duties associated with the higher graded position are required to be performed, the allowance will be paid pro rata as determined by the relevant manager.
- 20.16 Before the period of relief starts, the relevant manager will discuss with the relieving employee the full duties of the position; those duties required to be undertaken during the relief period; the criteria determining the proportion of the allowance; and the delegation of the position that may be exercised.
- 20.17 The allowance will not be paid on leave except when the employee has been relieving in the position for more than 12 months.
- 20.18 A TZ Guest Services and Commercial Operations employee who is required to perform work of a position at a lower grade for periods of up to a week will not suffer any reduction in their wage rate.

First Aid Allowances

- 20.19 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.
- 20.20 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.
- 20.21 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 20.22 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 20.23 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.
- 20.24 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Disability Allowance - TWPZ

- 20.25 TWPZ employees will be paid a disability allowance, which compensates for working conditions at TWPZ particularly where employees are often required to work in the field without ready access to amenities.
- 20.26 The disability allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

On Call (Standby) Allowance - TWPZ

- 20.27 An hourly allowance will be paid to a TWPZ employee when they are directed to be on call or on standby for a possible recall to work.

Overtime Meal Allowance

- 20.28 If a meal is not provided by Taronga, an overtime meal allowance will be paid:
- (a) when an employee works more than 2 hours of overtime before or after an ordinary hours rostered shift; or
 - (b) after every 5 hours of overtime worked when an employee works on a rostered day off.

Allowances absorbed into the wage rates of the relevant classifications

- 20.29 Built into the wages of TZ Labourer/Driver/Operator and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, and wet work allowances.
- 20.30 Built into the wages of TWPZ Labourer and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, wet work, chokage and fouled equipment allowances.
- 20.31 Built into the wages of Apprentices is a weekly component in lieu of receiving an apprentice examination allowance for passing the prescribed annual technical college examinations for the preceding year and the Supervisor receiving a satisfactory report as to conduct, punctuality and workshop progress for the Apprentice.
- 20.32 Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by the Award, including Refuse, Multi-Purpose Machine and Toilet Allowances.
- 20.33 Built into the wage rates for TWPZ Labourer and Tradespersons is the works allowance that was compensation for the isolated environment of the construction work undertaken at TWPZ.
- 20.34 Built into the wage rates for Leading Hands is a component that is paid in lieu of all Leading Hand Allowances.

21. Insurance of Tools

- 21.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on TCSA premises.
- 21.2 An employee will provide a list of the tools insured if requested by Taronga.
- 21.3 An employee will ensure that their tools are cared for and kept safely.
- 21.4 Taronga will reimburse an employee for loss of tools insured up to the value of \$1,215, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

22. Rosters

- 22.1 Employees may be rostered to suit TCSA operational requirements.
- 22.2 Taronga will prepare rosters that are fair and equitable and meet occupational health and safety requirements.
- 22.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 22.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous period.
- 22.5 Rosters will be prepared 7 days in advance.
- 22.6 Rosters may be changed as long as they comply with the terms set out in Clause 23 - Ordinary Hours of Work of the Award.
- 22.7 Changes to published rosters may be made inside 7 days by agreement between a Supervisor and an employee.
- 22.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.

22.9 An employee will be paid overtime if they are required to work on their rostered day off.

23. Ordinary Hours of Work

Number of ordinary hours of work

23.1 The number of ordinary hours of work for employees engaged full-time are 152 hours worked over a designated period of 28 consecutive days.

Patterns of ordinary hours of work

23.2 Ordinary hours will be worked:

- (a) in at least 16 and up to 19 shifts in each designated period of 28 consecutive days;
- (b) in shifts of between 6 and 10 hours, or of between 10 and 12 hours by agreement between Taronga and the employee;
- (c) with a minimum of 9 and a maximum of 12 rostered days off in each designated period of 28 consecutive days;
- (d) with at least one occasion of at least 3 consecutive days and a second occasion of at least 2 consecutive days rostered off in each designated period of 28 consecutive days; and
- (e) over not more than 6 consecutive days, except by agreement between the employee and their Supervisor.

23.3 Taronga will consult with the relevant union/s with the aim of reaching consensus on any proposed change to existing shift patterns for TWPZ Works and Trades employees or TZ Capital Works and Infrastructure employees. If consensus cannot be reached on a proposed change, then the matter may be dealt with under the dispute settlement procedures of the Award.

23.4 The existing shift pattern for TWPZ Works and Trades employees, except for those engaged on relief cleaning work is 19 shifts of 8 hours, Monday to Friday (inclusive), between 5:00am and 7:00pm.

Meal and tea breaks

23.5 Employees, except Security employees, are entitled to an unpaid meal break of not less than 30 minutes, and not more than 1 hour, the length of time depending on operational requirements, to be taken no later than after every 5 hours worked within each ordinary hours rostered shift.

23.6 Security employees, including casual employees, may take a paid meal break of not less than 20 minutes not earlier than 4 hours nor later than 5 hours after the start of each shift, where it is reasonably practicable to do so.

23.7 All employees except those in security classifications may take a paid tea break of 20 minutes (or two 10 minute breaks) in each ordinary hours rostered shift, at a time determined by operational needs, without loss of pay for any ordinary hours rostered during such absence.

Employees engaged part-time

23.8 The ordinary hours of work for employees engaged part-time will be the same as those for employees engaged full-time except that:

- (a) the number of ordinary hours of work per week will be agreed between the employee and Taronga, provided that they are not less than 32 hours over a designated period of 28 consecutive days;

- (b) hours worked up to 152 hours over a designated period of 28 consecutive days, within the pattern of hours prescribed by the Award for a comparable employee engaged full-time, will be paid as ordinary hours;
- (c) ordinary hours may be worked in shifts of not less than 4 hours duration, unless agreed otherwise by the employee and Taronga;
- (d) the pattern of hours may be varied, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, by agreement between the employee and their supervisor; and
- (e) Taronga may vary the pattern of hours, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, giving 7 days notice.

24. Rest Period

- 24.1 Work will be rostered so that employees have at least 8 consecutive hours off work, or 10 consecutive hours off work in the case of TZ Capital Works and Infrastructure employees, between the work of successive shifts when it is reasonably practicable to do so.
- 24.2 If an employee does not have the prescribed hours off between finishing one shift and being rostered to start another shift, they will be released from work after completion of the shift until they have had the prescribed consecutive hours off work, without loss of pay for ordinary hours rostered during the absence.
- 24.3 If Taronga instructs an employee to resume or continue work without having had the prescribed consecutive hours off work, the employee will be paid at double time rates of pay until released from work and able to take the prescribed break.

25. Shift Loadings

- 25.1 Guest Services Attendants and the Security Manager will not receive the shift loadings set out in this clause, except for the shift loading for a Public Holiday.
- 25.2 Where an employee is entitled to an additional day in lieu of part of the loading for working a Public Holiday, the timing of the day will be agreed between the employee and their Supervisor but must be taken before the end of the designated period of 28 consecutive days following the period in which the Public Holiday fell.

TWPZ Employees, TZ Capital Works and Infrastructure employees & TZ Guest Services & Commercial Operations employees engaged after 26 May 2004

- 25.3 Ordinary hours of work will attract the following shift loadings:

Monday to Friday 5:00 am to 7:00 pm	Nil
Monday to Friday after 7:00 pm before 5:00 am	15%
Saturday	50%
Sunday	100%
Public Holidays	150%
Public Holidays where an additional day is taken off in lieu of the loading	50%

- 25.4 Where an employee commences a shift in one time period and concludes it in a different time period, then the hours worked will attract the relevant loading for the period during which the time was worked.

TZ Guest Services and Commercial Operations employees engaged before 26 May 2004

- 25.5 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 6:00 am to 7:00 pm	Nil
(b) Commencing at or after 5.00am and before 6.00am	10%
(c) Finishing after 7:00 pm and at or before midnight	15%
(d) Finishing after midnight and at or before 8:00am (night shift)	17.5%
(e) Non rotating night shift roster (i.e. where night shifts are worked which do not rotate or alternate with another shift so as to give an employee at least one-third of their working time off night shift in each roster cycle)	30%
(f) Saturday	50%
(g) Sunday	100%
(h) Public Holidays	150%
(i) Public Holidays where an additional day is taken off in lieu of the loading	50%

26. Overtime

- 26.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.
- 26.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:
- an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
 - the urgency of the work required to be performed, the impact on TCSA operational requirements and the effect on customer services.
- 26.3 Overtime rates of pay will be:
- Monday to Saturday - time and a half for the first 2 hours and double time thereafter;
 - Sunday - double time;
 - Public Holidays - double time and a half; and
 - No 8 or 10 hour break - double time.
- 26.4 If their manager agrees, an employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:
- Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
 - The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member under Taronga Carer's Leave Policy.
 - Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual.
 - At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
 - An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.
- 26.5 Overtime will not attract shift loadings, except as provided under this clause for Permanent Security employees who work "Elective Overtime".

Meal Breaks

- 26.6 An employee required to work overtime for more than two hours after an ordinary hours rostered shift will be allowed a 30 minute unpaid meal break and then a further 30 minute unpaid break after every five hours of overtime worked thereafter.
- 26.7 An employee required to work overtime on a rostered day off will be allowed a 30 minute unpaid meal break after every five hours of overtime worked.

Elective Overtime for Permanent Security Employees

- 26.8 Permanent Security employees, including the Security Manager, may request to work hours in addition to their ordinary hours as "elective overtime" under the following conditions:
- (a) elective overtime is overtime requested by the employee not directed by Taronga;
 - (b) Taronga will have regard for the wellbeing of an employee in scheduling elective overtime;
 - (c) elective overtime will be paid at the Security Officer Grade 2 or Gatekeeper wage with a 15% loading in addition to any weekend, Public Holiday or other shift loading; and
 - (d) the provisions of Clause 24 Rest Period and Subclause 20.28 Overtime Meal Allowance of the Award will not apply.
- 26.9 The provisions of this clause, except in relation to elective overtime, do not apply to the classification of Security Manager.

27. Call Back

- 27.1 An employee recalled to work overtime to attend TCSA premises and/or the premises of a client or clients of Taronga (the workplace) for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 4 hours.
- 27.2 For TZ Guest Services and Commercial Operations employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation forms, accident reports or break/entry reports, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.
- 27.3 Where the actual time worked is less than 4 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 24 Rest Period.
- 27.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.
- 27.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.
- 27.6 This clause does not apply if an employee is regularly required to return to TCSA premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.
- 27.7 This clause does not apply to the classification of Security Manager.

28. Starting and Finishing Work

- 28.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point. However if an employee is required to

collect TCSA equipment before going to the work site or return TCSA equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.

- 28.2 Employees will be entitled to 10 minutes paid time immediately before finishing a shift, for washing and for changing their clothes at change room facilities provided by Taronga.

29. Annual Leave

- 29.1 TZ Employees are entitled to 4 weeks annual leave for working a whole year.
- 29.2 TWPZ Employees are entitled to 5 weeks annual leave for working a whole year.
- 29.3 In addition to the annual leave entitlements provided by this clause, permanent employees who are rostered to work their ordinary hours on Sundays or Public Holidays, during the period 1 December of one year to 30 November of the following year (or part thereof), are entitled to additional annual leave on the following basis.

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

30. Annual Leave Loading

- 30.1 Employees, except for TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers, are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 30.2 TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers will be entitled to either an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year or the averaged shift loadings for the previous leave year (excluding Public Holidays), whichever is the greater.
- 30.3 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 30.4 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 30.5 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 30.6 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 30.7 An annual leave loading will not be paid on resignation or on dismissal for misconduct.
- 30.8 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

31. Public Holidays and Picnic Days

- 31.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 31.2 For TWPZ and TZ Capital Works and Infrastructure employees, the first Monday in December each year will be a Union Picnic Day and will be treated as a Public Holiday.
- 31.3 For TZ Guest Services and Commercial Operations employees the first Monday in August each year will be a Picnic Day and will be treated as a Public Holiday.
- 31.4 For an employee who works according to an ordinary hours roster that covers every day of the week, if a public holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours.

32. Uniforms, Personal Protective Clothing and Equipment

- 32.1 Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 32.2 Taronga will provide permanent TZ Capital Works and Infrastructure employees engaged full-time with an initial allocation of the following protective clothing:
- (a) 5 shirts
 - (b) 3 pairs of shorts/trousers
 - (c) 1 belt (if required)
 - (d) 1 sweatshirt
 - (e) 1 jacket
 - (f) 5 pairs of socks
 - (g) a pair of boots
 - (h) 1 hat
 - (i) 1 pair of sunglasses
 - (j) 1 set of wet weather gear.

Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.

- 32.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 32.4 Taronga will supply an employee who is required to work in wet weather with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots.
- 32.5 Where an employee is required to clean toilets or to use acids or other hazardous substances, they will be supplied with personal protective equipment by Taronga.
- 32.6 Protective equipment and clothing, together with replacement uniform items, are provided as needed and unserviceable uniforms and equipment should be returned when a request for replacement is made.

- 32.7 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 32.8 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 32.9 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment with Taronga, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

Firearms

- 32.10 An employee must not carry firearms unless they are required to do so by Taronga.
- 32.11 If an employee is required by Taronga to carry firearms:
- (a) Taronga will train the employee in the use of the firearms with refresher courses every 12 months and the time taken for the training will be counted as time worked;
 - (b) the firearms will be provided by Taronga; and
 - (c) the firearms will be maintained in a reasonable condition by Taronga.

33. Secure Employment

33.1 Objective of this clause

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

33.2 Casual Conversion

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within 4 weeks of the employee having attained such period of 6 months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under subclause 33.2(a), upon receiving notice under subclause 33.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to Taronga that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, Taronga shall consent to or refuse the election, but shall not unreasonably so refuse. Where Taronga refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within 4 weeks of receiving written notice from Taronga, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Taronga.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 33.2(c), the employer and employee shall, in accordance with this subclause, and subject to subclause 33.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Taronga and the employee.
- (g) Following an agreement being reached pursuant to subclause 33.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

34. Contractors and Volunteers

- 34.1 Subject to the provisions of this Clause, wherever possible work carried out at either TWPZ or by a TZ Capital Works and Infrastructure areas, will be performed by employees of Taronga.
- 34.2 Where work requires specialist skills, tools, plant or equipment, Taronga will consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.
- 34.3 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities.
- 34.4 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 34.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 34.6 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Taronga.
- 34.7 Employees may be required to work co-operatively with volunteers and such work will not give rise to any claims for extra payments.

35. Anti-Discrimination

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

36. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 36.1 A Union official or officer may enter TCSA property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 36.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of TCSA operations and must be approved by the relevant manager.
- 36.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on TCSA property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.
- 36.4 A Union official will have regard for the provisions of the New South Wales Industrial Relations Act 1996.

Delegates

- 36.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.

- 36.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other TCSA nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- 36.7 Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where:
- (a) there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including WorkCover and Work Health and Safety; and
 - (c) where relevant, there is an opportunity for TCSA participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 36.8 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that:
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rules;
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and
 - (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1

Wage Rates (Weekly)

Classification	Weekly 1 July 2011
Apprentice	
Apprentice - 1st year	410.26
Apprentice - 2nd year	535.43

Apprentice - 3rd year	681.85
Apprentice - 4th year	784.57
TZ Labourer/Driver/Operator	
Grade 1	855.16
Grade 2	899.46
Grade 3	917.01
Leading Hand	952.03
TWPZ Labourer	868.40
Grade 1	931.71
Grade 2	949.71
Grade 3	963.38
Grade 4	1013.98
Leading Hand	868.40
Water Systems Operator	996.24
Water Systems Operator (Leading Hand)	1020.96
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class)	
Grade 1	924.14
Grade 2	941.98
Leading Hand	985.85
TZ Tradesperson - Plumber	
Grade 1	933.36
Grade 2	951.79
Leading Hand	995.66
Tradesperson - Electrical Fitter	
Grade 1	984.34
Grade 2	1003.52
Leading Hand	1047.39
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter	971.12
Leading Hand	1015.13
TWPZ Tradesperson - Plumber	980.03
Leading Hand	1024.93
Works and Trades Supervisor	
Year 1	1079.33
Year 2	1191.05
Year 3	1227.61
Year 4	1323.46
Year 5	1365.22
Sky Safari Attendant	
Grade 1	701.16
Grade 2	728.68
Sky Safari Operator	783.37
Senior Sky Safari Operator	890.40
TWPZ Cleaners employed before the date the award is made	
Grade 1	715.80
Grade 2	798.88
Grade 3	845.38
Cleaner (Leading Hand)	882.09
Cleaning Supervisor	919.26
TZ Cleaners and TWPZ Cleaners employed after the date the award is made	

Grade 1	715.80
Grade 2	798.88
Grade 3	824.45
Cleaner (Leading Hand)	861.16
Cleaning Supervisor	898.33
Guest Services Attendant	
Under 16 years	421.18
16 years	491.39
17 years	561.55
18 years and over	631.76
Junior Guest Services Officers	
U 16 years	467.47
16 years	545.37
17 years	623.26
Guest Services Officer	701.16
Senior Guest Services Officer	728.68
Guest Services Site Co-ordinator	853.23
Gatekeeper	790.95
Security Officer	
Grade 1	790.95
Grade 2	816.52
Senior Security Officer	844.61
Assistant Security Manager	890.40
Security Manager	
Year 1	1322.07
Year 2	1435.56
Year 3	1549.04

SCHEDULE 2

Allowances

Description	Amount \$
The following allowances will apply from the first full pay period following the making of the Award and will be increased in line with any State Wage Case decisions following the making of the Award	
Tool Allowance	
Carpenter	\$26.21 pw
Motor Mechanic	\$26.21 pw
Painter	\$6.30 pw
Plasterer	\$21.60 pw
Plumber	\$26.21 pw
Welder (First Class)	\$26.21 pw
The following allowances will apply from the first full pay period following the making of the Award	
Licence Allowance	
Plumber, Gasfitter and Drainer when required to act on:	
- Plumber licence	\$1.08 ph
- Gasfitter licence	\$1.08 ph
- Drainer licence	\$0.92 ph
- Plumber and gasfitter licence	\$1.45 ph
- Plumber and drainer licence	\$1.45 ph
- Gasfitter and drainer licence	\$1.45 ph
- Plumber, gasfitter and drainer licence	\$2.00 ph

Electricians - A Grade Licence - B Grade Licence	\$41.79 pw \$22.48 pw
Electrical Fitter tool allowance	\$16.86 pw
Electric Welding (DIRE Certificate)	\$0.62 ph
Plumber Certificate of Registration Allowance	\$0.84 ph
Chokage Allowance	\$7.90
Fouled Equipment Allowance	\$7.90 pd
Senior First Aid Allowance	\$14.40 pw
Occupational First Aid Allowance	\$21.69 pw
On Call (Standby) Allowance	\$0.84 ph
The following allowances will apply from the first full pay period following the making of the Award and will not be varied during the life of the Award	
Labourer/Driver/Operator Travel Allowance	\$10.20 pw
TWPZ Disability Allowance	\$15.50pw
Insurance of Tools	\$1,495
The following allowance will apply from the first full pay period following the making of the Award 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	\$25.80
The following allowance will apply from the first full pay period following the making of the Award and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).	
Laundry Allowance	\$4.20pw

SCHEDULE 3

Leave Policies

HR 3.1 Sick leave Policy
HR 3.2 Carers Leave Policy
HR 3.3 Parental Leave Policy
HR 3.5 Long Service Leave Policy
HR 3.6 Military Leave Policy
HR 3.8 Family and Community Service Leave Policy
HR 3.14 Special Leave Policy

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

WESTERN SYDNEY BUSES BUS OPERATORS' TRANSITWAY ENTERPRISE (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 262 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

1. Title

This Award shall be known as "Western Sydney Buses Bus Operators' Transitway Enterprise (State) Award 2011" ("the Award").

2. Arrangement

Clause No.	Subject Matter
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PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

1. Title
2. Arrangement
3. No Extra Claims
4. Parties Bound
5. Area, Incidence and Duration
6. Wage Increases (Refer to Attachment "C")
7. Salary and Wages
8. Payment of Wages
9. Hours of Work
10. Rosters
11. Cancellation of Rostered Days Off
12. Meal Breaks
13. Attending for Duty
14. Attending Office
15. Attending Court
16. Jury Service
17. Making Reports
18. Overtime
19. Broken Shifts
20. Guarantee of Minimum Wages
21. Casual Employees
22. Sick Leave
23. Annual Leave
24. Long Service Leave
25. Personal/Carer's Leave

26. Anti Discrimination
27. Parental Leave
28. Dispute Settling Procedure
29. Bus Operator and Trainee Bus Operator Duties
30. Contract of Employment
31. Probation Period
32. Training
33. Traineeships
34. Uniforms
35. Surpluses and Shortages
36. Picnic Day
37. Skills Competency
38. Team Leaders
39. Commitment to Consult
40. Union Delegates
41. Salary Sacrifice for Superannuation
42. Temporary Employee
43. Public Holidays
44. Fatigue Management
45. Maternity Leave
46. Adoption Leave
47. Assistance With Job Applications
48. Training for Acting in Bot 1 and Bot 2 Duties
49. Alcohol and Drug Testing
50. OHS Training
51. Wage Increases

ATTACHMENT A - MANAGEMENT OF SICK LEAVE
ATTACHMENT B - TRAINEE BUS OPERATOR AND
BUS OPERATOR PART TIME HOURS OF WORK
ATTACHMENT C - WAGE RATES & ALLOWANCES

3. No Extra Claims

The Union undertakes not to pursue any claims for the duration of the Award's nominal life.

4. Parties Bound

- (a) Western Sydney Buses ("the Employer"); and
- (b) Australian Rail, Tram and Bus Industry Union ("the Union").

5. Area, Incidence and Duration

This Award shall operate from 16 February 2011 for a period of two years and shall apply to all Trainee Bus Operators, Bus Operators, Team Leaders and other employees employed by the Employer on and in association with the Liverpool - Parramatta Transitway Bus Route.

This award rescinds and replaces the Western Sydney Buses Bus Operators' Transitway Enterprise (State) Award 2008 published 9 September 2011 (371 I.G. 871).

The changes made to the award pursuant to the Award Review in accordance with 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) take effect on and from 4 April 2012.

6. Wage Increases (Refer to Attachment "C")

7. Salary and Wages

Employees engaged in the following classifications shall be paid the wage rates prescribed by Attachment C of this agreement.

1. Trainee Bus Operator
2. Bus Operator
3. Team Leader

8. Payment of Wages

The Employer shall deposit the employee's wages into the employee's financial institution on a fortnightly basis.

9. Hours of Work

- (a)
 - (i) The ordinary hours of work shall be 38 hours divided into not more than five shifts and shall constitute the ordinary hours of duty of each weekly period, excluding Sunday.
 - (ii) Hours greater than 38 and up to 40 hours a week shall be time counted towards authorised days off.
- (b) The ordinary hours of duty on any shift shall be not less than seven (7) hours and not more than twelve (12) hours in any twenty four (24) hour period.
- (c) No employee shall be rostered to begin a new shift without having been off duty for at least ten consecutive hours. In cases of emergency this may be reduced to eight (8) hours in consultation with the employee's representative.
- (d) Authorised days off (ADO's) shall be accrued by working more than 38 hours in a week and up to and including 40 hours a week. ADO's shall be rostered in blocks of up to 5 consecutive days twice a year. The remaining ADO's accrued for the year shall be banked. The banked ADO's may be taken at the same time as annual leave is cleared (with no loading attached) or by other arrangement with the Employer.
- (e) Employees will be entitled to a shift allowance for time worked between 8 pm and 5 am at the rate of 15% of the hourly rate (Attachment C).
- (f) Saturday Work

Time worked on Saturdays shall be paid for at the rate of time and a half.
- (g) A "Shift Worker" means an employee who works regularly to a roster, which provides for work being performed during hours, which result in a shift work allowance entitlement.

10. Rosters

- (a) All known duties to be performed by employees shall be rostered.
- (b) Employees Shall be Rostered Off on Two Clear Days in Each Rostered Week.
- (c) Employees shall sign off at the Depot at which they signed on unless an agreement to do otherwise is reached by the employees or their representatives and the employer.

- (d) Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.
- (e) Rosters shall be posted four days before coming into operation and shall be complete, except as provided in subclause (g) hereof.
- (f) In emergency cases, time permitting; the employer should consult with the employee representative on the need for the roster adjustment.
- (g) No alteration shall be made to the work of any employee except in cases of sickness, accident, failure for duty, or suspension from duty of an employee, attendance of an employee at Court, Coronial enquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has two days off together, he/she may be advised of any alteration to his/her work on the first of his/her days off.

The provisions of this clause shall not apply in circumstances that could not be anticipated.

- (h) In the event of an employee applying for leave on a public holiday and such leave is granted, such employee shall not be required to work on such public holiday unless the employee representative and the employer agree otherwise.
- (i) Where an employee is rostered for duty and such rostered work does not allow a 10 hour break before attending for the next rostered shift, an employee will be entitled to be absent until the expiry of the 10 hour break without deduction of pay for ordinary time of duty for such absence, with the exception of subclause 9(c).
- (j) Except for emergency spare shifts the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts.
 - (a) Straight shifts - Where practicable a minimum of three hours shall be performed on either portion before or after meal relief.
- (k) Copies of the base roster and all alterations thereto shall be supplied to the employee representative upon request.
- (l) Recovery time of a minimum of 6 minutes is to be rostered between in service timetabled journeys at Parramatta and Liverpool terminals. During this time bus operators are to check the bus for lost property.
- (m) Any complaint about the adequacy of recovery time shall be considered by the employee representative and the Employer and resolved amicably. Should the parties be unable to resolve the complaint after applying clause 28 Dispute Settling Procedure, the matter shall be referred to the Australian Industrial Relations Commission for determination.

11. Cancellation of Rostered Days Off

- (a) Any employee required to work on his/her rostered day off shall do so unless prevented by ill health on the day concerned.
- (b) An employee cannot work more than 4 rostered days off in a four-week roster cycle.
- (c) Wherever practicable at least 12 hours notice of cancellation of a rostered day off shall be given. However, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.
- (d) Provided that 48 hours notice is given by the employer of cancellation of a rostered day off another day off may be given in the same working week. Should an employee not receive 48 hours' notice of the restoration of the day off cancelled, he/she shall be paid at the rate of time and a half.

- (e) When an employee works on his/her rostered day off and is not given another day off in lieu thereof in the same working week, the employee shall be paid at the rate of time and a half.
- (f) Upon an employee becoming aware that he/she is required to work on his/her rostered day off, he/she may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer subclause (a) hereof shall not apply.
- (g) No employee shall absent himself/herself on any day merely because of having worked or being required to work on his/her rostered day off.
- (h) An employee who works on his/her rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable, shall forfeit the applicable rates prescribed in this clause for working on a rostered day off.
- (i) Where at least 5 days notice is given of an alteration to rostered duty by which a rostered day off is changed, the penalty prescribed in subclause (d) hereof will not apply.

12. Meal Breaks

- (a) Employees shall not be rostered to work for more than 5 hours without a meal break or crib.
- (b) A minimum of 40 minutes and a maximum of 60 minutes shall be rostered for an unpaid meal break.
- (c) The meal break may be reduced to a 30 minute unpaid break in the event of late running. If the same run is late for a period of three consecutive days or the same day over three consecutive weeks, schedulers will review and make the necessary adjustments.
- (d) Meal breaks shall be given where practicable in the order in which employees take up duty on the am shifts and in the order in which they finish duty on the pm shifts.
- (e) The employer shall attempt to provide meal breaks to employee where meal rooms are provided. Where an employee is rostered for a meal break where no meal room is available a meal allowance shall be provided. (Attachment C)
- (f) Crib breaks shall be taken in the employer's time and the minimum time to be rostered for crib shall be 30 minutes.
- (g) In the event of the time available for crib being reduced to less than 30 minutes, the employer shall, upon being notified of the fact by the employee concerned, arrange another crib time as early as practicable to ensure RTA regulations are met.

13. Attending for Duty

- (a) An employee's start time shall be determined by the employer and time shall be calculated from when the employee signs on for his/her duties in the depot. The employee shall sign off at the end of the shift at the depot.
- (b) The employee shall be allowed sufficient preparation time immediately after signing on for the shift.
- (c) The employee shall be allowed sufficient time for required duties immediately prior to signing off.
- (d) By agreement between the employee and employer, employees may be permitted to sign off immediately after securing the bus at its final destination for the shift. This is providing there are adequate arrangements in place for paying in notes and coins and securing any property of the Employer.

If the above provision is utilised the employee would be scheduled to complete the shift at the final destination.

- (e) By agreement between the employee and employer, employees may be permitted to sign on and commence duty at the terminal. This is providing there are adequate arrangements in place for collecting notes and coins and obtaining any property of the Employer that the employee may require during the shift. If the above provision is utilised the employee would be scheduled to commence the shift at the initial departure terminal.
- (f) An employee, who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to him/her personally that he/she was not required for duty.
- (g) An employee, who commences duty and is subsequently told that he/she is not required, shall receive a minimum of seven hours pay.
- (h) If an employee becomes unavailable or fails to attend for their rostered shift the employer may use a casual employee to work that shift.
- (i) All employees are required to wear the appropriate uniform supplied by the employer. All employees must be well presented at all times.
- (j) Sub-clauses (f) and (g) do not apply to casual and to part time employees.

14. Attending Office

- (a) An employee, who is instructed to attend head office or elsewhere to answer complaints, furnish reports, supply statements or affidavits, or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill-health or injury), shall be paid for the time occupied at ordinary rates and reimbursed reasonable fares.
- (b) The provisions of this sub-clause do not apply to an employee attending to answer charges or reports of his/her own misconduct from which he/she is not subsequently exonerated, or to tender an explanation of failure to attend for duty.
- (c) Where the employee so attends and the distance travelled exceeds the distance from his/her place of residence to their depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

15. Attending Court

An employee who has been notified to attend any court as a witness for or at the request of the Employer or at the Coroner's Court in his official capacity in respect of the death of a person resulting from an accident involving an Employer's vehicle shall be treated in respect of payment for time occupied as follows:

- (a) Unless the employee has previously started work for the day he/she is to be treated, for the purpose of payment, as signing on at the time he/she reports as directed to such place as he/she may be instructed.
- (b) All time occupied from signing on until signing off at his/her depot or being discharged by the officer in charge of the case (after contacting his/her depot manager) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
- (c) When the employee would have been employed in a higher grade, but for attending Court, he/she is to be allowed payment for all time paid for under paragraph (b) above at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which he/she is paid under paragraph (b) above.
- (d) Where the employee commences and/or finishes on the day at other than his/her home depot he/she is to be allowed any excess travelling time at single rate, and allowed payment for such time at the higher-grade rate if applicable.

- (e) Where employees who are no longer required at Court are directed to resume duty at their depot they are to be signed off not later than 9 hours after the time of reporting to such place as they may be instructed.
- (f) Where the employee is required to return to the Court after the meal recess, a meal break up to a maximum of 60 minutes is to be deducted and a meal allowance is to be paid. (Attachment C)

16. Jury Service

- (a) The Employer shall pay the difference between the amount received from the court by the employee for their attendance and the employees rostered shift if the employee is required to attend for jury service
- (b) An employee shall notify the employer as soon as possible of the date that the employee is required to attend for jury service. Further, the employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- (c) If an employee reports for Jury Duty and is not required the employee shall report for duty at the employee's depot.

17. Making Reports

- (a) An employee shall be allowed 15 minutes at single rates for making an accident report in his/her own time where this is essential, subject to the proviso that an employee, who is subsequently found guilty of neglect or fault, shall not be entitled to this payment.
- (b) Fifteen minutes shall be allowed for the completion of an accident report when the report is completed in the Employer's time.
- (c) An employee shall be allowed 5 minutes at ordinary rates for each report made in his/her own time concerning any other matter, except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the depot manager this allowance may be extended to 15 minutes.

18. Overtime

- (a) All time worked in excess of eight hours fifteen minutes in any shift; or
- (b) Time worked in excess of 40 hours in any week shall stand-alone and be paid for at the rate of time and a half. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- (c) Sunday Work
 - (i) An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than three (3) hours work at the rate of double time.
 - (ii) Sunday work is to be treated as voluntary overtime.
 - (iii) Notwithstanding anything provided elsewhere in this agreement, the Employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.
- (d) Voluntary Overtime
 - (i) The Employer is able to utilise all employees on voluntary overtime.
 - (ii) Permanent full time employees shall be offered the first opportunity to register and perform voluntary overtime.
 - (iii) Where practicable, providing all permanent full time employees have been afforded the opportunity to register and perform voluntary overtime, permanent part time employees shall be afforded the opportunity to register and perform voluntary overtime.

- (iv) Where practicable, providing all permanent full time employees and permanent part time employees have been afforded the opportunity to register and perform voluntary overtime, casual employees shall be afforded the opportunity to register and perform voluntary overtime.
- (v) Voluntary overtime other than that performed on a Sunday shall be paid at the rate of time and a half.

19. Broken Shifts

A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid

A Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.

The maximum spread of hours on any broken shift shall be 12.

Broken shifts - Where practicable a minimum of three hours shall be performed on either portion of such shifts with no break without pay in a day's duty to be less than two hours.

All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:

Between a spread of 9.5 and 10.5 hours	time and a half;
After 10.5 hours	double time.

All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.

For all time on duty between the hours of 8.00 pm and 5.00 am (other than on Saturdays, Sundays and public holidays) employees, except those employed on broken shifts, shall be paid 15% more than their ordinary rates.

Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

Employees working broken shifts shall not be provided with time for a meal break.

No employee shall be called upon to work a broken shift on a Sunday.

20. Guarantee of Minimum Wages

- (a) Subject to the provisions of this clause, an employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- (b) Where through absence from duty on any day or part thereof time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of the lost time only.
- (c) Nothing in this clause shall affect the right of the Employer to deduct payment for any day or shift that an employee cannot be usefully employed because of any strike or through any stoppage of work by any cause for which the Employer cannot reasonably be held responsible, or because of the failure of the employee to perform any work allotted to or available for them during such period of strike or stoppage of work.

21. Casual Employees

- (a) A casual employee shall mean an employee engaged on a daily basis.

- (b) All casual employees shall be paid at the applicable rate provided for in Part B Table 1 in addition to a 20% casual loading.

22. Sick Leave

- (a) All employees, excluding casual employees, with more than three (3) months continuous service with the Employer, shall be entitled to a maximum of eight (8) cumulative sick days per year, without loss of pay, where the employee is unable to attend for duty as a result of personal illness or incapacity (excluding any illness or injury resulting from the *Worker's Compensation Act 1997*) subject to the following:
 - (i) The employee shall provide the Employer with as much notice as reasonably possible of their inability to work a rostered shift.
 - (ii) The employee shall provide the Employer with medical certificates within three (3) calendar days of the first day of absence, whether they have returned to work or not. For longer-term absences, the employee shall continue to supply medical certificates within three (3) calendar days of expiration of the previous certificate.
 - (iii) The employee will inform the Employer by 3.00 pm the day before of their intention to return to work.
- (b) Employees entitled to sick leave shall be paid at the daily rate provided for in Table 1 - Salary and Wage Rates, of Attachment B of this agreement for full day absences or the pro rata hourly rate as provided in the same table for part day absences. The procedures for managing sick leave are documented in Attachment A of this agreement.
- (c) Sick leave taken by an employee under 22(a) is deducted from the amount of personal/carers leave allocated under clause 25.4

23. Annual Leave

- (a) Refer to the New South Wales *Annual Holidays Act 1944* ("the Act").
- (b) In addition to the provisions of the Act the following shall also apply:
 - (i) Shift workers shall be entitled to 25 days annual leave per year. Non-shift workers shall be entitled to 20 days annual leave per year.
 - (ii) An employee, at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment calculated on the basis of 20 per cent of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received an annual leave loading to which he/she is not entitled, then such payment shall be deducted from any monies due at termination.
 - (iii) The Employer will not accept the transfer of accrued Annual Leave entitlements of employees that are engaged from other Public Sector agencies or utilities.

24. Long Service Leave

- (a) Long Service Leave will accrue as per the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW).
- (b) Employees of Western Sydney Buses are entitled to access Long Service Leave at a minimum period of one day.
- (c) Employees applying to clear Long Service Leave for periods of one week or longer should wherever possible make application one month prior to the date of clearance. Applications for Long Service Leave to be cleared as an emergency can be made with 24 hours notice.

- (d) Western Sydney Buses will allocate leave availability to one person per day per 4 weekly period roster. If two employees apply for long service leave for the same time period the leave will be granted to the employee who had applied first. The Depot Manager may approve leave for more than one person in a time period if the staff situation allows.

25. Personal/Carers Leave

Personal Leave

25.1 Personal leave consists of the following three types of leave:

- (a) sick leave;
- (b) carer's leave; and
- (c) compassionate/bereavement leave

25.2 All employees, other than casual employees, will be entitled to Personal Leave in accordance with this clause.

25.3 For the purpose of this clause:

Immediate family means:

The staff member being responsible for the care and support of the person concerned; and the person concerned being:-

- 25.3.1 a spouse of the staff member; or
- 25.3.2 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
- 25.3.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- 25.3.4 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:-
- 25.3.5 "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- 25.3.6 "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- 25.3.7 "household" means a family group living in the same domestic dwelling.

Year means: the period of twelve months from 1 January to 31 December inclusive.

25.4 Accumulated paid sick leave means:

paid sick leave, which accrued to an employee's credit in any previous calendar year, which has not been cleared by the employee as paid sick leave.

Current paid sick leave means:

paid sick leave, which has accrued to an employee's credit in the current calendar year, which has not been cleared by the employee as paid sick leave.

Paid Sick Leave

Employees are entitled to eight days paid sick leave per year (Clause 22)

Paid sick leave will be credited on a pro rata basis in the first year of service.

Sick leave not used in any year shall accumulate.

25.5 Carer's Leave

Subject to an employee having sufficient paid sick leave available, employees are entitled to use up to a maximum of five days paid carer's leave per Year.

Paid carer's leave is deducted from paid sick leave.

The entitlement to use up to a maximum of five days per year, paid sick leave, as paid carer's leave, does not accumulate from year to year.

An employee may elect, with the consent of the employer, to take unpaid leave as carer's leave.

Paid and unpaid carer's leave may be taken for part of a single day.

An employee's entitlement to use paid or unpaid carer's leave is subject to the following:

- (a) the employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the employee being responsible for the care of the person concerned.
- (c) The employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

25.6 Compassionate/Bereavement Leave

An employee is entitled to up to two (2) days paid leave on each occasion a member of the employee's immediate family or household dies.

Proof of death must be provided to the satisfaction of the employer, if required.

26. Anti Discrimination

- 26.1 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.

- 26.2 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.
- 26.3 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.
- 26.4 Employers and employees may also be subject to Commonwealth anti-discrimination legislation. Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- 26.5 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.
- 26.6 Nothing in this clause is to be taken to affect:
- 26.7 any conduct or act which is specifically exempted from Anti-Discrimination legislation;
- 26.8 offering or providing junior rates of pay to persons under 21 years of age;
- 26.9 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 26.10 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.

27. Parental Leave

An employee, including a casual employee who has had at least twelve months continuous service, is entitled to Parental Leave in accordance with this clause and with Western Sydney Buses Parenting Leave Procedures. Continuous service for a casual means work on an unbroken, systematic and regular basis.

- (a) An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two (2) years of age at the time the leave commences.
- (b) An employee who has completed forty (40) weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- (c) Parental Leave is for a period of not more than fifty-two (52) weeks from the date the leave commenced.
- (d) Parental Leave is unpaid leave, and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- (e) An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- (f) An employee must not unreasonably withhold notice of intention to apply for parental leave.
- (g) An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists or to a position as near as possible to what the employee is qualified and capable of performing. Such a position should be as nearly comparable in terms of pay and status. If after attempts to so place an employee, the employee is not placed in a position the employee will be determined as an Excess Employee and will be subject to the Employer's Excess Officer Policy and in accordance with Government Policy..

28. Dispute Settling Procedure

Any dispute between employees, the Union and Employer shall be settled by following the steps outlined below. The *Australian Workplace Relations Act, 1996*, specifies that normal work must continue while these procedures are being followed. If a health or safety risk is present, the OHS&R Officer should be notified for appropriate assessment and action.

Step 1: Employees or the employees' representative should contact the Liverpool - Parramatta Transitway Manager in the first instance. The Liverpool - Parramatta Transitway Manager must commence to deal with the dispute as quickly as possible.

Step 2: If the dispute is unresolved, the employee and/or the employees' representative must approach the designated Manager, Western Sydney Buses to resolve the dispute.

Step 3: If the matter remains unresolved, the Employer or the union/s are to refer the dispute to the Unions NSW (advice to be provided to other party) following which a 72 hours cooling off period is to take place, to enable Unions NSW to assist in the resolution of the dispute. The 72 hours does not include weekends and public holidays.

Step 4: Referral to the New South Wales Industrial Relations Commission (NSWIRC)

If, following action under steps 1 to 3, the dispute remains unresolved; any party to the dispute may refer the dispute to the New South Wales Industrial Relations Commission (NSWIRC) for conciliation and /or arbitration as per Chapter 3, Part 1, ss 130 to 136 inclusive of the Act or its successor.

29. Bus Operator and Trainee Bus Operator Duties

Where required by the Employer, an employee's duties shall include minor repairs such as changing tail lights and each bus operator shall be ready willing and able to perform minor road side repairs.

All employees may be required to perform other incidental duties that shall include but not be limited to the cleaning and washing of buses.

30. Contract of Employment

In the case of full time and part time employees, the contract of employment may be terminated by either the Employer or the employee pursuant to the following table. Such notice shall not apply where the employee is terminated for misconduct.

Where termination is initiated by the Employer, the employer must give the employee notice in accordance with the following table:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

31. Probation Period

All new employees, where applicable, shall serve a three (3) month probation period. At the completion of the probation period the employee shall be informed of their current employment status.

32. Training

All employees will receive the required level of training to perform their duties competently. All training will be paid for at single time.

33. Traineeships

- (a) Traineeships pursuant to the *Apprenticeship and Traineeship Act 2001* (the Act) may be offered by the Employer.
- (b) Trainees pursuant to the Act shall be trained in all modules to a level of competency required to obtain a Certificate III Transport and Distribution (Road Transport) qualification.
- (c) Employees who qualify for a Traineeship pursuant to the Act shall commence at the Trainee Bus Operator rate of pay specified in Attachment C. Subject to satisfactory completion of relevant competencies to be undertaken in the first twelve months of the Traineeship, an employee engaged under a Traineeship will progress to the rate of pay of Bus Operator after twelve months full time service or part time equivalent.
- (d) Where an employee at the time of commencement with the employer holds all relevant units of competency, which fulfil the employer's requirements from the Road Transport Training Package, the employee shall commence at the rate of pay of Bus Operator as specified in Attachment C.
- (e) Where an employee at the time of commencement with the employer holds less than the total number of required relevant competency units from the Road Transport Training Package, the employer will recognise any relevant competencies held. Such employees shall be afforded accelerated advancement to the rate of pay of Bus Operator specified in Attachment C, proportionate to the number of recognised relevant competencies held.
- (f) Where an employee with previous recent service with the State Transit Authority Division of the New South Wales Government Service as a Bus Operator Level 2 or higher, commences employment with the employer, the employee shall commence at the rate of pay of Bus Operator specified in Attachment C. Recent service shall be taken to mean service with the State Transit Authority Division of the New South Wales Government Service within a twelve month period immediately prior to the commencement of employment with the employer.

34. Uniforms

- (a) All employees are required to wear a uniform. The uniform will remain the property of the Employer and it shall be the duty of the employee to retain it in reasonable condition.
- (b) Uniforms will be provided by the Employer and will be replaced on a fair wear and tear basis.

35. Surpluses and Shortages

- (a) Employees shall be required to collect revenue during each driving shift and pay in all revenues at the completion of the shift.
- (b) All shortages for which there is no satisfactory explanation to the employer are to be met by the employee.

36. Picnic Day

- (a) Where reasonably practicable an employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic. Such employee if required by the Employer to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.

37. Skills Competency

- (a) The Employer may direct an employee to carry out such duties where practical within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling.

- (b) The aim of this clause is to maximize the flexibility of the Employer's workforce and to eliminate classification demarcation issues.
- (c) Any direction issued by the Employer shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- (d) The parties will create a genuine career path for employees that allow advancement, based on industry accreditation and access to training.

38. Team Leaders

A Team Leader is a bus operator who is engaged to carry out the following duties as required but limited to:

- (a) Act as Liverpool - Parramatta Transitway Manager as required.
- (b) Provide support to Liverpool - Parramatta Transitway Manager.
- (c) Perform yard duties.
- (d) Provide training support to employees.

39. Commitment to Consult

The Employer is committed to consulting with its' employees regarding change, Occupational Health and Safety and the operation of the business.

40. Union Delegates

- (a) The Employer will allow reasonable access to a telephone, facsimile, postal, photocopying, e-mail and internet facilities for the purpose of carrying out work as a delegate and consulting with new employees and other workplace colleagues and the union in accordance with this provision for the purpose of ensuring the compliance with, understanding of, and the proper operation of, this agreement. It is noted that such access will remain within reasonable limits.
- (b) The Employer provides the above facilities (including access by a delegate to members or potential members) on the basis that they are reasonable and do not unduly interfere with the delegate's primary duties as an employee of the Employer.

41. Salary Sacrifice for Superannuation

- (a) Notwithstanding the wage rates prescribed by Attachment 2 of this Agreement, an employee may elect, subject to there being no garnishee, Family Law Court or other Court Order applying to and affecting the employee's wage, to sacrifice a portion of the wage payable under this Agreement, 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 must not exceed fifty (50) per cent of the wage payable under this Agreement or fifty (50) per cent of the currently applicable "superannuable salary", whichever is the lesser. In this Clause, "superannuable salary" means the employee's salary as required to be notified to the New South Wales public sector superannuation trustee corporations.
- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional Employer superannuation contributions:
 - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Agreement or any other applicable certified Agreement, 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 Attachment 2 of this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.

- (c) The employee may elect to have the portion of payable salary, which is sacrificed to additional Employer superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional Employer contributions; or
 - (ii) subject to the agreement of the Employer and any relevant policy of the Employer, which may operate from time to time, paid into a private sector complying superannuation scheme as Employer superannuation contributions.
- (d) Where an employee elects to salary sacrifice in terms of sub-clause (c) above, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under the:
- (i) *Superannuation Act 1916*;
 - (ii) *State Authorities Superannuation Act 1987*;
 - (iii) *State Authorities Non-contributory Superannuation Act 1987*; or
 - (iv) *First State Superannuation Act 1992*

the employer must ensure that the amount of any additional Employer superannuation contributions specified in sub-clause (a) above is included in the employee's superannuable salary, which is notified to the New South Wales Public Sector Superannuation Trustee Corporations.

- (f) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (d) above, the Employer will continue to base contributions to that fund on the salary payable under Attachment 2 to the same extent as applied before the employee sacrificed a portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

42. Temporary Employee

- (a) A Temporary Employee is an Employee, not being a full time, permanent part time or casual employee, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- (b) The ordinary hours of a full time temporary employee shall be the same as for a full time employee.
- (c) The ordinary hours for a part time temporary employee shall not be less than 3 hours per day and may not exceed 38 hours per week.
- (d) A temporary full time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.
- (e) A temporary full time employee who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours pay.

- (f) A temporary part time employee who attends for duty in accordance with instructions and is not required for duty on that day shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.
- (g) A temporary part time employee who commences duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 7/9ths of the total shift, whichever is the greater.
- (h) Where the Employer intends to employ a temporary employee the Employer shall duly notify the employee representative.

43. Public Holidays

- (a) A full time or part time employee under this Agreement is entitled to Public Holidays without loss of pay as Gazetted from time to time by the New South Wales Government.
- (b) With the exception of Easter Saturday all work performed on Public Holidays, including work performed by casual employees, the rate of time and a half shall apply in addition to a payment of 7 hours and 36 minutes in lieu of the public holiday.
- (c) Employees, including casual employees, performing work on Easter Saturday shall be paid at the rate of double time for ordinary hours worked in addition to a payment of 7 hours and 36 minutes in lieu of the public holiday.
- (d) A part time or casual employee engaged on any public holiday, including Easter Saturday, for a shift length of less than 7 hours and 36 minutes shall receive a payment in lieu of the Public Holiday proportionate to the length of the shift performed.
- (e) Where an employee is absent from duty on the working day before and the working day after a Public Holiday without medical certification or without the consent of the Employer, the employee shall not be entitled to payment for such holiday.

44. Fatigue Management

- (a) Fatigue management principles apply to all employees covered by this agreement.
- (b) No employee will be rostered in excess of Award Conditions and will not be permitted to work more than twelve hours in a 24- hour period.
- (c) An employee must have total of 12 hours rest in a 24-hour period, of which 10 hours must be consecutive between shifts.
- (d) No employee will work more than 24 days in a twenty-eight day period.
- (e) No employee will work more than twelve (12) days straight.
- (f) A 24-hour period commences from the time of the first sign on.
- (g) No employee will work or be required to work more than five hours straight without a break.

45. Maternity Leave

- 45.1 A female employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parental Leave Policy.
- 45.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 45.3 Maternity leave is a period of not more than 4 weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.

- 45.4 An employee is entitled to a maximum of 9 weeks paid maternity leave at the base rate. The paid leave can be taken:
- in a lump sum payment at the commencement of maternity leave or;
 - as full pay on a fortnightly basis while on maternity leave or;
 - as half pay on a fortnightly basis while on maternity leave or;
 - in any combination of the above options.
- 45.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period.
- 45.5.1 The accrued annual leave can be taken:
- (a) in a lump sum payment at the commencement of maternity leave or
 - (b) as full pay while on maternity leave or;
- 45.5.2 The accrued long service leave can be taken:
- (a) in a lump sum payment at the commencement of maternity leave or
 - (b) as full pay while on maternity leave or;
 - (c) as half pay while on maternity leave or;
- 45.6 Long service leave may be cleared in any combination of the above options.
- 45.7 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 45.8 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 45.9 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 45.10 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, the employee will return from maternity leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy.
- 45.11 An employee may be granted an extension to maternity leave beyond 52 weeks from the date of birth, but an employee who returns to work after an extension of maternity leave beyond the 52 weeks from the date of birth will be treated as a displaced officer and will be subject to the State Transit Displaced Officer Policy. Note; any employee taking extended Maternity leave will be required to clear accumulated Annual leave prior to commencing extended maternity leave.
- 45.12 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 45.13 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

46. Adoption Leave

- 46.1 Employees are entitled to paid adoption leave in accordance with this clause and with State Transit's adoption leave policy.

- 46.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave.
- 46.3 Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child.
- 46.4 Employees will be entitled to a maximum of 9 weeks paid adoption leave at the base rate. The paid leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or;
 - (b) as full pay on a fortnightly basis whilst on adoption leave or;
 - (c) as any combination of the above options.
- 46.5 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- 46.5.1 The accrued annual leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or
 - (b) as full pay while on adoption leave
- 46.5.2 The accrued long service leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or
 - (b) as full pay while on adoption leave or;
 - (c) as half pay while on adoption leave or;
- 46.6 Long service leave can be cleared in any combination of the above options.
- 46.7 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 46.8 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 46.9 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 46.10 Employees will return from adoption leave to the position they held immediately prior to going on adoption leave if that position still exists, or to a position as near as possible to what the employee is qualified and capable of performing. Such a position should be as nearly comparable in terms of pay and status. If after attempts to so place an employee, the employee is not placed in a position the employee will be determined as an Excess Employee and will be subject to the Employer's Excess Officer Policy and in accordance with Government Policy..
- 46.11 Employees may be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child. If an employee returns to work after an extension of adoption leave beyond the 52 weeks from the time the employee takes custody of the child, they will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy. Note; Any employee taking extended Adoption leave will be required to clear accumulated Annual leave prior to commencing extended Adoption leave.
- 46.12 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.

46.13 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

47. Assistance With Job Applications

The Depot Manager will be designated as the contact point for Bus Operators seeking assistance in preparing resumes and job applications for positions within Western Sydney Buses.

All material relating to how to apply for positions is to be written in "plain English".

48. Training for Acting in Bot 1 and Bot 2 Duties

Two Bus Operators will be selected through the merit selection process, one to be trained as a Bus Operator Trainer level 2 and the other as a Bus Operator Trainer level 1. Once these two employees have successfully completed their training they will be used by Western Sydney Buses management to train new employees as required. When undertaking this training role they will be paid at the higher rate of pay of BOT 2 and BOT 1s contained in Attachment C, Table 1.

49. Alcohol and Drug Testing

The Parties recognise the legislative obligations to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of legislation relating to random drug and alcohol testing and the internal programs that are in place.

50. OHS Training

- (a) The parties recognize the obligation of Western Sydney Buses to provide a safe and healthy workplace, with all employees responsible for their own safety, the safety of other employees and the general public.
- (b) Western Sydney Buses will determine the standards and requirements of training for employees, in consultation with employees and their representatives. A certificate will be awarded to employees who successfully complete the training.
- (c) Every employee will have the opportunity to attend a minimum of 2 hours paid awareness OHS training each year.

51. Wage Increases

A 4% wage increase will apply to employees covered by this Award on and from the first full pay period after ratification by the New South Wales Industrial Relations Commission. An additional 4% increase in wages will apply on and from the first full pay period on the twelve month anniversary of the ratification of the Award by the New South Wales Industrial Relations Commission.

ATTACHMENT A - MANAGEMENT OF SICK LEAVE

Absence Management Procedures

Commitment to Reduction in Sick Leave Levels

The Parties to this Award are committed to ensuring Western Sydney Buses as a business remains competitive and is positioned to secure future contracts for bus services by achieving industry best practice in a range of areas. One such area is the need to reduce the costs associated with average sick leave levels.

To ensure that sick leave levels are reduced to an average of five days per annum or less, the Parties have agreed to implement stringent procedures for the management of employee absence relating to personal illness and injury.

It is accepted that the following provisions will place the Parties to this Award, including all Employees covered by the Award, under strict obligations to effectively manage employee absence in order to achieve the targeted reduction in sick leave. To that end, the RTBU and its Officers will work co-operatively with Western Sydney Buses and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.

Review Mechanisms

Throughout the life of this Award, Western Sydney Buses and the RTBU will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

At the expiration of twelve months from the introduction of the procedures outlined in this clause, Western Sydney Buses and the RTBU will undertake a full review of the success of the procedures.

If the Target has not been achieved, Western Sydney Buses and the RTBU will work together to identify any additional measures, which may be necessary to achieve the Target, and the Award will be varied to accommodate any additional measures.

A further review of the success of the procedures will occur prior to the expiration of this Award. If the Target has not been achieved, Western Sydney Buses and the RTBU will determine other measures to be included in the next Award, in order to achieve the Target.

Medical Examination, the Role of Health Services Officers and Employee Obligations

An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by a Health Services Officer (HSO), on the first or any subsequent day of the unplanned absence. The HSO will discuss with the employee, the circumstances of the unplanned absence including appropriate medical referrals and likely date of return to work.

If the employee cannot be contacted by the HSO, the employee will be required to provide an explanation regarding why they were unable to be contacted. Where no satisfactory explanation is provided, paid leave will not be approved and disciplinary action may be commenced against the employee for unauthorised absence.

If directed by Western Sydney Buses, an employee must attend an examination by a Western Sydney Buses Nominated Doctor (Western Sydney Buses Doctor) located within a reasonable travelling distance from the employee's home, at any time. A Western Sydney Buses Doctor may include a specialist. This may occur where:

- (i) an employee has an unplanned absence arising from a personal illness or injury;
- (ii) the employee has been placed on an absence management program; and/or
- (iii) there are reasonable grounds to doubt the genuineness of the absence where it relates to personal illness or injury.

Where an employee is required to attend a Western Sydney Buses Doctor for medical examination, the Western Sydney Buses Doctor will determine whether or not the employee is fit for their normal duties.

Where a Western Sydney Buses Doctor examines an employee and determines that the employee is fit for their normal duties, no paid leave will be payable and the employee may be directed by Western Sydney Buses to attend for work.

Where an employee who has been directed to attend for work following examination by a Western Sydney Buses Doctor, fails to do so, the employee will:

- (i) have any paid leave withheld;
- (ii) be considered to be on unapproved leave until any relevant medical reports have been considered; and

- (iii) may be subject to disciplinary action.

Managing Employees with Unacceptable Attendance Patterns - Absence Management Programs

An employee with an unacceptable attendance pattern may be placed on an Absence Management Program (AMP). In administering AMP's, there is absolutely no intention by Western Sydney Buses to place undue pressure on any employee in genuine need of sick leave.

Unacceptable Attendance Pattern means any pattern of unplanned absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

- (i) failure to comply with any aspect of Western Sydney Buses sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
- (ii) failure to produce a medical certificate or other satisfactory evidence to support an unplanned absence where the employee was under an obligation to do so.

The following are provided as examples of attendance patterns which would require review by management and which may result in an Employee being placed on an Absence Management Program:

- (i) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (ii) high number of one to two day unplanned absences, particularly for different reasons;
- (iii) a pattern of unplanned sick leave immediately following or preceding RDO's, ADO's, public holidays or annual leave;
- (iv) unplanned absence on a day, which an employee sought as a day off, but which was not approved;
- (v) unplanned absences on special events;
- (vi) four or more absences (particularly single day absences), in a four month period.

Western Sydney Buses Sick Leave Policy and Procedure may be varied during the life of this Award, including any variations, which are necessary to give effect to the provisions of this clause.

Absence Management Program Step 1 - Preliminary Discussion

The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.

If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

Absence Management Program Step 2 - Placement on a Program

Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's

manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:

- (i) all unplanned absence due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
- (ii) regular review meetings between the manager and employee as required;
- (iii) any unplanned absence will require approval and until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
- (iv) medical examination by a Western Sydney Buses Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (v) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

Step 3

Where an employee's attendance pattern remains unacceptable, following implementation of steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

Continuous Review

An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program, at any time, following demonstrated improvement in their attendance pattern.

Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program

ATTACHMENT B

TRAINEE BUS OPERATOR & BUS OPERATOR PART TIME HOURS OF WORK

Employee Name	Employee Number
Grade	Depot
Shift Number	Weekly Hours

SHIFT SIGN ON/SIGN OFF TIMES

DAY	START	FINISH	MEAL TIME	Hours Worked	START	FINISH	HOURS WORKED	DAILY HOURS
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
TOTAL								

The above shifts will apply until such time as you transfer to other work, or timetable changes necessitate changes to the shift times. All changes to rostered work will be undertaken in line with Award and Enterprise Agreement provisions.

Supervisor

Employee

Date

Date

ATTACHMENT C

WAGE RATES AND ALLOWANCES

Table 1 - Rates of Pay

	Rate per week	
	Date of Award Ratification 4%	On and from 12 month anniversary of ratification date 4%
Trainee Bus Operator	\$807.50	\$839.80
Bus Operator	\$836.80	\$870.30
Team Leader	\$901.20	\$937.20
Bus Operator Trainer Level 1	\$967.70	\$1,006.40
Bus Operator Trainer Level 2	\$1,038.40	\$1,079.90

Table 2 - Allowance

Clause No.	Description	Allowance Date of Award Ratification 4%	Allowance On and from 12 month anniversary of ratification date 4%
8	Shift Allowance	15% Hourly Rate	15% Hourly Rate
8	Shift Allowance Team Leader	15% Hourly Rate	15% Hourly Rate
11(e)	Meal Break	\$10.30	\$10.70
15(f)	Attending Court	\$10.30	\$10.70

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

SERIAL C7988**CLOTHING TRADES (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Australian Business Industrial, and NSW Business Chamber Limited, industrial organisations of employers.

(Nos. IRC 795 and 796 of 2012)

Before The Honourable Justice Staff

26 July 2012

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Clothing Trades (State) Industrial Committee, published 25 June 2010 (370 I.G. 294), be dissolved.
2. There be established a new Clothing Trades (State) Industrial Committee for the Industries and Callings of -

All persons engaged in -

- (a) making and/or repairing and/or altering the whole or any part of any male or female garment or of any article of wearing apparel whatsoever, made from material of any description, including all articles of neckwear and excluding only boots, shoes, slippers, gloves and headwear, except as provided in (b);
- (b) making and/or trimming and/or blocking and/or repairing and/or altering and/or remodelling all articles of women's and girl's headwear, excepting male employees engaged in blocking by hand or machines;
- (c) making and/or repairing and/or altering any description of umbrella other than canvas umbrellas;
- (d) making and/or repairing and/or altering any description of handkerchiefs, serviettes, pillowslips, pillowshams, sheets, tablecloths, towel, quilts, aprons, mosquito nets, bad valances, or bed curtains;
- (e) embroidering or otherwise ornamenting any of the abovementioned articles, including the making and/or manufacturing or such ornamentations as are made of textiles, felts or similar fabrics;
- (f) in or in connection with the manufacture of artificial flowers;
- (g) making and/or altering and/or remodelling and/or repairing of all types of garments or articles, other than toys, made in the establishment of a furrier;
- (h) the making of chenille and the making and/or repairing and/or altering of articles of all descriptions as are made of chenille;

in the State of New South Wales, excluding the County of Yancowinna;

excepting employees employed in the making and/or repairing of furnishing drapery and/or quilts in a furniture or furnishing drapery factory or establishment, including retail store or warehouse;

and excepting employees within the jurisdiction of the Rubber Workers (State), the Plastic Moulding (State) and the Textile Workers (State) Industrial Committee.

3. The said Committee shall consist of two representatives of employers and two representatives of employees with the final position being such other person as the Industrial Registrar or the Deputy Industrial Registrar may nominate as Chairman of the Industrial Committee.
4. The representatives of employers shall be appointed, upon nomination, as prescribed by the NSW Business Chamber Limited, the Australian Retailers Association New South Wales Division, and the Australian Federation of Employees and Industries.
5. The representatives of employees shall be appointed, upon nomination, as prescribed by the Transport Workers Union of New South Wales.
6. This order shall take effect on and from 26 July 2012 and shall remain in force for a period of three years thereafter.

C. G. STAFF J.

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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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