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CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2016

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.

(Case No. 2016/00168532)

Before Commissioner Murphy

2 June 2016

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PART A

1. Title

This Award shall be known as Crown Employees' (Audit Office) Award 2016.

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Normal work" means, for the purposes of 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 3, clause 5.1, 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 3, clause 2.1, 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.

"Place of employment" means 1 Margaret Street, Sydney or at other locations, either on a temporary or permanent basis, to which the Audit Office's premises is relocated from time to time.

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

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

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

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

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

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

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

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

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

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

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

"Replacement role" means a role identified in 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.

"Service" means continuous service for remuneration purposes.

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

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

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

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

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

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

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

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

3. Statement of Intent

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

4. Parties

4.1 The parties to this Award are:

4.1.1 The Audit Office of New South Wales

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

5. Basis of Employment and Remuneration

5.1 Basis of Employment

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

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

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

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

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

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

5.2 Basis for Calculating Remuneration

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

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

5.3 Broad Remuneration Bands

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

5.4 Variations to Remuneration Bands

Variations to the Remuneration Bands are effective from the beginning of the first full pay period to commence on or after 1 July 2016.

5.5 Appointment and Progression

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

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

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

5.6 Corporate Administrative Employees

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

5.6.2 Corporate Administrative employees will continue to be employed under the conditions set out in Part A, clause 5.6.1 until Part A, clause 5.6.3 occurs.

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

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

6. No extra claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

7. Annual Remuneration Assessment

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

7.1 General

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

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

7.2 Review of Assessment

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

8. Performance Management

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

9. Flexible Work Practices

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

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

9.1 Flexible Working Hours

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

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

9.2 Other Flexible Work Practices

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

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

10. Overtime

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

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

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

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

10.10 Rest Periods

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

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

11. Travel Time and Expenses

11.1 Excess Travel Time

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

11.2 Travel Expenses

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

11.3 Country Travel

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

12. Study Support

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

12.2 The granting of all study support is discretionary.

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

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

13. Anti-Discrimination

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

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

14. Industrial Dispute Settlement Procedure

- 14.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 14.2 An employee is required to notify their immediate manager in writing, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 14.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, directly to the Auditor-General or delegate.
- 14.4 The immediate manager, or the person notified, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, of the matter being brought to attention.
- 14.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management to resolve the matter. This manager shall respond as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Auditor-General.
- 14.6 If the matter remains unresolved, the Auditor-General shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 14.7 An employee, at any stage, may request representation by their Association.
- 14.8 The employee or the Association on their behalf or the Auditor-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 14.9 The employee, the Association and the Audit Office shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 14.10 Whilst the procedures outlined in subclauses 14.1 to 14.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

15. Deduction of Association Membership Fees

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

16. Secure Employment

16.1 Objective of this Clause

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

16.2 Casual Conversion

16.2.1 A casual employee engaged by the Audit Office on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

16.2.2 The Audit Office shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

16.2.3 Any casual employee who has a right to elect under subclause 16.2.1, upon receiving notice under subclause 16.2.2 or after the expiry of the time for giving such notice, may give four

weeks' notice in writing to the Audit Office that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Audit Office shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Audit Office refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

16.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Audit Office, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

16.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Audit Office.

16.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 16.2.3, the Audit Office and employee shall, in accordance with this subclause, and subject to subclause 16.2.3, discuss and agree upon:

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

16.2.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).

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

16.2.7 Following an agreement being reached pursuant to subclause 16.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

16.3 Work Health and Safety

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

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

16.3.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that

other employer which might otherwise have been carried out by that other employer's own employees.

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

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

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

16.3.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to Audit Office employees, and

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

16.3.3 Nothing in this subclause 16.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

16.4 Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Grievance and Dispute Settling Procedures set out in 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 Part B Table 1.

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

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

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

17.5 This Award rescinds and replaces the Crown Employees (Audit Office) Award 2015 published 3 July 2015. It shall commence on 1 July 2016 and has a nominal expiry date of 30 June 2017.

17.6 This Award complies with Section 19 of the Industrial Relations Act 1996.

PART B

Table 1 - Classifications and Remuneration Bands

Effective from the beginning of the first pay period to commence on or after 1 July 2016

Classifications	1 July 2016 to 30 June 2017	
	\$	\$
Audit Professional Level A	38,264	98,189
Audit Professional Level B	92,414	137,720
Audit Professional Level C	129,958	182,546
Corporate Professional Level A	92,864	130,167
Corporate Professional Level B	111,725	173,063
Corporate Administrative Level 1	43,039	53,953
Corporate Administrative Level 2	51,648	65,105
Corporate Administrative Level 3	62,195	79,533
Corporate Administrative Level 4	75,896	96,143

Table 2 - Audit Professional Level A Pay Points

	1 July 2016 to 30 June 2017				
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	38,264	41,296	46,207	53,427	-
Level 2	59,202	64,254	-	-	-
Level 3	69,309	75,085	80,861	-	-
Level 4	83,749	88,081	92,414	95,299	98,189

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

ANNEXURE 1

Progression within Audit Professional Level A.

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

P3	N/A	N/A	To move to A3 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 subjects.	To move to A4 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - Successfully been admitted to CAANZ/CPAA . School leaver - successfully completed at least four CA/CPA subjects.
P4	N/A	N/A	N/A	To move to A4 pay point 4 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met the focus capabilities for Senior Auditor/Analyst and (for Auditors only) School leaver - Successfully been admitted to CAANZ/CPAA.
P5	N/A	N/A	N/A	To move to A4 pay point 5 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met all of the capabilities for Senior Auditor/Analyst.

ANNEXURE 2

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

Remuneration Competency Zones

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

Competency zones are expressed in percentiles of the remuneration band.

Remuneration Competency Zone Definitions

Zone	Title	Description
5	Expert/Role Model	Highly capable, consistently outstanding performance, Highly experienced. Acts independently. Role model and advisor to peers, exceptional leadership qualities displayed. Highly promotable - working beyond position requirements. Plays a leadership role in enhancing and building commitment to the Audit Office values and culture internally and externally.
4	Superior Role Performance	Capable in all respects. Required additional training and qualifications completed. Highly developed skills and experience, critical to the business. Consistently superior performance. Meets unusual challenges and demands. Acts independently. May be ready for promotion. Role model and advisor to peers. Provides technical and other advice to less experienced peers. Proactive contribution to the development of Audit Office values internally and externally.
3	Competent Role Performance	Required competencies possessed and demonstrated. Fully qualified and capable of undertaking the role. Has experience in role. Capable of independently performing role responsibilities. Consistently meets performance requirements. Well developed technical skills. Role model and advisor to peers. Consistent supporter of the Audit Office values internally and externally.
2	Developing Skills	Key competencies developed and demonstrated but noticeable gaps in competencies. Performance and experience adequate but capable of improvement i.e. there are noticeable performance limitations. Not yet independently performing role responsibilities. Capacity exists for improvement to better support Audit Office values.
1	Entry Level	Recent appointee. Learning to perform role responsibilities - inexperienced or unproven. Meets qualification requirements only. Promotion not an option. Independently performing role responsibilities. Personal behaviour and communications not yet consistent with Audit Office values.

Remuneration Competency Zone Guidelines

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

Indicators are:

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

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

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

In determining levels of capability, the following are considered:

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

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

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

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

In determining promotability, the following are considered:

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

4. Are they accountable for their own ideas and activities, and confident in their own decision-making?
5. The extent to which the employee challenges ways of doing things and develops new approaches

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

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

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

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

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

1. The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.
2. The extent to which peers seek and value specific advice or more general coaching.
3. The extent of the employee's external profile, if working in a capacity where this is required.
4. The employee's profile within the Office.
5. What would clients say about this employee's level of professionalism, service, and work ethic.

ANNEXURE 3**AUDIT OFFICE CONDITIONS OF EMPLOYMENT****PART 1****1 - FRAMEWORK**

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

2 - ATTENDANCE/HOURS OF WORK

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

3 - TRAVEL ARRANGEMENTS

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

4 - ALLOWANCES AND OTHER MATTERS

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

5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

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

6 - LEAVE

- 6.1 Leave - General Provisions
- 6.2 Absence from Work
- 6.3 Applying for Leave

- 6.4 Extended Leave
- 6.5 Personal Leave
- 6.6 Personal Leave – Requirements for Evidence
- 6.7 Leave Without Pay
- 6.8 Military Leave
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.10 Parental Leave
- 6.11 Purchased Leave
- 6.12 Recreation Leave
- 6.13 Special Leave

7 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 7.1 Staff Development and Training Activities

8 - OVERTIME

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

9 - MISCELLANEOUS

- 9.1 Existing Entitlements

PART 2

MONETARY RATES

Table 1 - Allowances

PART 1

1. Framework

- 1.1 Work Environment
- 1.2 Work Health and Safety

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

- 1.2.1 the development of policies and guidelines for the Audit Office on Work Health, Safety and Rehabilitation
- 1.2.2 assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in the Audit Office to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the Audit Office to achieve these objectives
- 1.2.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness

1.2.4 developing strategies to assist the rehabilitation of injured employees

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

1.3 Equality in Employment

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

1.4 Harassment-free Workplace

Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and employees of the Audit Office are required to refrain from, or being party to, any form of harassment in the workplace.

2. Attendance/Hours of Work

2.1 Casual Employment

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

2.1.1 Hours of Work

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

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

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

2.1.2 Rate of Pay

2.1.2.1 Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

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

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

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

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

2.1.2.4 The loadings specified in clause 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), or
- b) in accordance with Part A clause 10.3 application to the particular class of work, or
- c) in excess of the daily roster pattern applicable for the particular class of work, or
- d) in excess of the standard weekly roster of hours for the particular class of work.

2.1.3.2 Overtime rates will be paid in accordance with the rates set in 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 subclause 2.1.2.2 of this clause.

2.1.3.4 The loading in lieu of annual leave as set out in subclause 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 subclause 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 Auditor-General's Determination 1 dated 27 June 2013.

2.1.4.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

- a) The Auditor-General must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - i. the employee or employee's spouse is pregnant; or
 - ii. the employee is or has been immediately absent on parental leave.

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

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

2.1.5 Personal Carers entitlement for casual employees

2.1.5.1 Casual employees are entitled to unpaid personal leave to care for a Family Member who is ill and requires care. This entitlement is subject to the evidentiary requirements set out in subclause 2.1.5.4, and the notice requirements set out in subclause 2.1.5.6 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 absent from work. In the absence of agreement, the employee is entitled to be absent from work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

2.1.5.3 The Auditor-General should re-engage a casual employee who has accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

2.1.5.4 The casual employee shall, if required,

- a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or
- b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

2.1.5.6 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer that they will be absent from work. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

2.1.6 Bereavement entitlements for casual employees

2.1.6.1 Casual employees are entitled to be absent from work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

2.1.6.2 The Audit Office and the casual employee shall agree on the period for which the employee will be entitled to be absent from work. In the absence of agreement, the employee is entitled to be absent from work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

2.1.6.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer that they will be absent from work. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

2.1.7 Application of other clauses of this Award to casual employees

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

- a) Natural Emergencies and Major Transport Disruptions
- b) Public Holidays
- c) relating to Trade Union activities

- d) Travelling and other costs of Trade Union Delegates
- e) Leave - General Provisions
- f) relating to the various Leave provisions
- g) relating to Recall to Duty, On-Call and Stand-by Arrangements

2.2 Part-Time Employment

2.2.1 General

2.2.1.1 This clause shall only apply to part-time employees

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

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

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

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

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

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

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

2.2.2 Additional hours

2.2.2.1 The Audit Office may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees may elect to:

- a) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave, or
- b) if working under a Flexible Working Hours scheme under 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 hours specified in Part A clause 10.3, 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

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

2.5 Lactation Breaks

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

2.5.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

2.5.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

2.5.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

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

2.5.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

2.5.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

2.5.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise personal leave in accordance with Annexure 3 clause 6.5 Personal Leave, or access to the flexible working hours scheme provided in Part A clause 9.1, Flexible Work Practices, where applicable.

3. Travel Arrangements

3.1 Travelling Compensation

3.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their place of employment shall be met by the Audit Office, subject to 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 The Audit Office will pay the accommodation directly. Where practicable, employees shall obtain prior approval if required to make their own arrangements for overnight accommodation.

3.2 Meal and Incidental Expenses

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

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

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

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

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

3.3 Travelling Distance

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

4. Allowances and Other Matters

4.1 Allowance Payable for Use of Private Motor Vehicle

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

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

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

4.1.2 An employee who, with the approval of the Audit Office, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Annexure 3, 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 subclause is exclusive of, and not in addition to, days referred to in subclauses (a), (b) and (c) of this clause.

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

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

4.2 Damage to Private Motor Vehicle Used for Work

4.2.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Audit Office, provided:

4.2.1.1 The damage is not due to gross negligence by the employee; and

4.2.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.

4.2.2 Provided the damage is not the fault of the employee, the Audit Office shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

4.2.2.1 The damage was sustained on approved work activities; and

4.2.2.2 The costs cannot be met under the insurance policy due to excess clauses.

4.3 Overseas Travel

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

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

- 4.4.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the Audit Office covering the damage to or loss of the personal property of the employee.
- 4.4.2 If a claim under subclause 4.4.1 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:
- 4.4.2.1 Is due to the negligence of the Audit Office, another employee, or both, in the performance of their duties, or
 - 4.4.2.2 Is caused by a defect in an employee's material or equipment, or
 - 4.4.2.3 Results from an employee's protection of or attempt to protect Audit Office property from loss or damage.
- 4.4.3 Compensation in terms of subclause 4.4.2 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.
- 4.4.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 4.4.5 Compensation for the damage sustained shall be made by the Audit Office where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.
- 4.5 First Aid Allowance
- 4.5.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in the relevant Treasury Circular as issued from time to time.
- 4.5.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 4.5.3 The Holders of current Occupational First Aid Certificate Allowance rate, will apply to an employee appointed as a First Aid Officer who:
- 4.5.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites), and
 - 4.5.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.5.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.5.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 4.5.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Audit Office needs, and the cost of retraining First Aid Officers, are to be met by the Audit Office.

5. Union Consultation, Access and Activities

5.1 On Duty

5.1.1 An Association delegate will be released from the performance of normal Audit Office duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

5.1.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011

5.1.1.2 Attendance at meetings with workplace management or workplace management representatives;

5.1.1.3 A reasonable period of preparation time, before-

- a) meetings with management;
 - b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - c) any other meeting with management,
- by agreement with management, where operational requirements allow the taking of such time;

5.1.1.4 Giving evidence in court on behalf of the employer;

5.1.1.5 Presenting information on the Association and Association activities at induction sessions for new staff of the Audit Office; and

5.1.1.6 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

5.2 Trade Union Activities Regarded as Special Leave

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

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

5.2.1.1 Annual or biennial conferences of the Association;

5.2.1.2 Meetings of the Association's Executive, Committee of Management or Councils;

5.2.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

5.2.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;

5.2.1.5 Attendance at meetings called by the Auditor-General, as the employer for industrial purposes, as and when required;

5.2.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;

5.2.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of Annexure 3, 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 Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Audit Office and the Association.

5.3.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
- c) All travelling and associated expenses being met by the employee or the Association;
- d) Attendance being confirmed in writing by the Association or a nominated training provider.

5.4 Conditions Applying to on Loan Arrangements

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

5.4.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:

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

5.4.1.2 Briefing counsel on behalf of the Association;

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

5.4.1.4 Country tours undertaken by a member of the executive or Council of the Association;

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

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

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

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

5.4.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Audit Office in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

5.4.1.9 Where the Audit Office and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Auditor-General and the Association.

5.5 Period of Notice for Trade Union Activities

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

5.6 Access to Facilities By Trade Union Delegates

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

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

5.6.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

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

5.7 Responsibilities of the Trade Union Delegate

5.7.1 Responsibilities of the Association delegate are to:

5.7.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

5.7.1.2 Participate in the workplace consultative processes, as appropriate;

5.7.1.3 Follow the dispute settling procedure applicable in the workplace;

5.7.1.4 Provide sufficient notice to the immediate manager of any proposed absence on authorised Association business;

5.7.1.5 Account for all time spent on authorised Association business;

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

5.7.1.7 Distribute Association literature/membership forms, under arrangements negotiated between the Audit Office and the Association; and

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

5.8 Responsibilities of the Trade Union

5.8.1 Responsibilities of the Association are to:

5.8.1.1 Provide written advice to the Audit Office about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;

5.8.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause 5.9.1.3 of Annexure 3, 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 subclause 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 subclause 5.9.1.3 of Annexure 3, 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 subclause 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.

6. Leave

6.1 Leave - General Provisions

- 6.1.1 The leave provisions contained in this Award apply to all employees.
- 6.1.2 Part-time employees covered by this Award will receive the paid leave provisions of this agreement on a pro rata basis, calculated according to the number of Ordinary Working Hours per week.
- 6.1.3 The Auditor-General may direct employees to take excess recreation leave, flex leave and personal leave.
- 6.1.4 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

6.2 Absence from Work

- 6.2.1 An employee must not be absent from work without reasonable cause.
- 6.2.2 Where an employee is to be absent from work because of illness or other emergency, the employee must notify, or arrange for another person to notify the manager as soon as practical of the reason for and the expected duration of the absence.
- 6.2.3 Where a satisfactory explanation for the absence is not provided, the employee may be considered to be absent from work without authorised leave and the amount equivalent to the period of absence may be deducted from the employee's pay.
- 6.2.4 The minimum period of leave available to be granted shall be one hour.
- 6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from work without authorised leave.

6.3 Applying for Leave

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

6.4 Extended Leave

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

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

6.5 Personal Leave

- 6.5.1 On commencement of employment, employees will be provided four days personal leave.
- 6.5.2 After the first three months of employment, employees will accrue personal leave at the rate of 16 working days per year in accordance with relevant Audit Office Policies.
- 6.5.3 Personal Leave can be requested for, but is not limited to:
 - 6.5.3.1 sick leave
 - 6.5.3.2 caring for a person for whom the employee is responsible

- 6.5.3.3 compassionate grounds
- 6.5.3.4 bereavement leave
- 6.5.3.5 emergency or weather conditions, which threatens the employee's property or prevents them from reporting for work
- 6.5.3.6 attending to unplanned or unforeseen personal responsibilities
- 6.5.3.7 community services or volunteering for official events or organisations.
- 6.5.4 Unused paid personal leave will accumulate progressively, but will not be paid out on termination of employment.
- 6.5.5 With respect to an illness or injury, the Auditor-General may require an employee to be examined by a medical practitioner nominated by the Auditor-General
- 6.5.6 Employees agree to cooperate with a direction issued to them to attend a medical examination in accordance with this sub clause. If requested to do so, employees also agree to provide their consent to the nominated medical practitioner obtaining their relevant medical records from their treating practitioners for the purposes of that examination.
- 6.5.7 If an employee is directed to attend a medical examination in accordance with this sub clause the cost of this examination or any tests required as a result will be paid by the Audit Office. Reasonable travel costs will also be reimbursed on production of receipts.
- 6.5.8 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating personal leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating personal leave due if the previous personal leave records are available.
- 6.5.9 Paid personal leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 4 days paid personal leave, unless the Audit Office approves otherwise. Paid personal leave in excess of 4 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 6.5.10 Seasonal or relief employees - no paid personal leave shall be granted to temporary employees who are employed for a period of less than 3 months.
- 6.5.11 Personal Leave - Workers' Compensation

The Audit Office shall advise each employee of the rights under the Workers Compensation Act 1987, as amended from time to time, and shall give assistance and advice, as necessary, in the lodging of any claim.
- 6.5.12 Personal Leave - Claims Other than Workers' Compensation
 - 6.5.12.1 If an employee has a claim for compensation, resulting from a non-work related injury not coverable by the Workers Compensation Act 1987, then , personal leave on full pay may, be granted to the employee subject to:
 - a) Any claim made including the value of any period of paid personal leave granted by the Audit Office to the employee, and
 - b) On the payment of a claim as outlined in 6.5.12.1, the employee will repay to the Audit Office the monetary value of any such period of personal leave.

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

6.6 Personal Leave - Requirements for Evidence

- 6.6.1 An employee absent from work for more than 2 consecutive working days must furnish evidence to the Audit Office to support the absence.
- 6.6.2 An employee may absent themselves for a total of 5 non-consecutive working days per annum for personal leave without providing evidence to the Audit Office. Employees who absent themselves for more than 5 working days for personal leave in a year may be required to furnish evidence for each occasion absent during the balance of the calendar year.
- 6.6.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted personal leave for the whole period if the Audit Office is satisfied that the reason for the absence is genuine.
- 6.6.4 If an employee is required to provide evidence for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.
- 6.6.5 If the Audit Office is concerned about a diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to a WorkCover approved assessor for advice.
- 6.6.6 The type of leave granted to the employee will be determined by the Audit Office based on the WorkCover approved assessor's advice.
- 6.6.7 If personal leave is not granted, the Audit Office will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 6.6.8 The granting of paid personal leave for illness shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for personal leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.
- 6.6.9 The reference in this clause to evidence of illness shall apply, as appropriate:
- 6.6.9.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Audit Office's discretion, another registered health services provider, or
- 6.6.9.2 where the absence exceeds one week, and unless the health provider listed in subclause 6.6.9.1 of this subclause is also a registered medical practitioner, applications for any further personal leave must be supported by evidence of illness from a registered medical practitioner, or
- 6.6.9.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 6.6.10 If an employee who is absent on recreation leave or extended leave, furnishes to the Audit Office satisfactory evidence of illness in respect of an illness which occurred during the leave, the Audit Office may, subject to the provisions of this clause, grant personal leave to the employee as follows
- 6.6.10.1 in respect of recreation leave, the period set out in the evidence of illness,

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

6.6.11 This clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

6.7 Leave Without Pay

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

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

6.7.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.

6.7.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.

6.8 Military Leave

6.8.1 During the period of 12 months commencing on 1 July each year, the Audit Office may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.

6.8.2 In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.

6.8.3 Up to 24 working days military leave per financial year may be granted by the Audit Office to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 6.8.1 of this clause.

6.8.4 The Audit Office may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.

6.8.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 6.8.3 of this clause may be granted Military Leave top up pay by the Auditor-General.

6.8.6 Military Leave top up pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.

6.8.7 During a period of Military Leave top up pay, an employee will continue to accrue personal leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

6.8.8 At the expiration of military leave in accordance with subclause 6.8.2 or 6.8.4 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.

6.9 Observance of Essential Religious or Cultural Obligations

6.9.1 The Audit Office recognises the value of cultural diversity and the need for some faiths to access time or leave to attend to essential religious obligations including days of religious, cultural or ceremonial significance. Access to time or leave is subject to:

6.9.1.1 the operational requirements of the Audit Office

6.9.1.2 the employee providing adequate notice of the need to take time or leave

6.9.1.3 the employee obtaining prior approval of the time required or leave applied for

6.9.1.4 any time off being made up in a manner approved by the Audit Office.

6.10 Parental Leave

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

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

6.10.2.1 for a period up to 9 weeks prior to the expected date of birth, and

6.10.2.2 for a further period of up to 12 months after the actual date of birth.

6.10.2.3 an employee who has been granted maternity leave and whose child is stillborn may elect to take available personal leave instead of maternity leave.

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

6.10.3.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody, or

6.10.3.2 for such period, not exceeding 12 months on a full-time basis, as the Auditor-General may determine, if the child has commenced school at the date of the taking of custody.

6.10.3.3 special adoption Leave - an employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or personal leave.

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

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

6.10.4.2 extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subclause 6.10.4.1 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.

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

- 6.10.5.1 applied for parental leave within the time and in the manner determined set out in subclause 6.10.10 of this clause; and
- 6.10.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 6.10.5.3 payment for the maternity, adoption or short other parent leave may be made as follows:
- a) in advance as a lump sum, or
 - b) fortnightly as normal, or
 - c) fortnightly at half pay, or
 - d) a combination of full pay and half pay.
- 6.10.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 6.10.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave,
- 6.10.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks,
- 6.10.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 6.10.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 6.10.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work, or
- 6.10.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period, or
- 6.10.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 6.10.8 Except as provided in subclauses 6.10.5, 6.10.6 and 6.10.7 of this clause parental leave shall be granted without pay.
- 6.10.9 Right to request
- 6.10.9.1 An employee who has been granted parental leave in accordance with subclause 6.10.2, 6.10.3 or 6.10.4 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.

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

6.10.10 Notification Requirements

- 6.10.10.1 When the Audit Office is made aware that an employee or their spouse is pregnant or is adopting a child, the Audit Office must inform the employee of their entitlements and their obligations under the award.

- 6.10.10.2 An employee who wishes to take parental leave must notify the Audit Office in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- a) that she/he intends to take parental leave, and
- b) the expected date of birth or the expected date of placement, and
- c) if she/he is likely to make a request under subclause 6.10.9 of this clause.

- 6.10.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:

- a) the date on which the parental leave is intended to start, and
- b) the period of leave to be taken.

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

The employee's request under subclause 6.10.9.1 and the Audit Office's decision made under subclause 6.10.9.2, must be recorded in writing.

- 6.10.10.5 An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Audit Office in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Audit Office agrees.

- 6.10.10.6 An employee on maternity leave is to notify the Audit Office of the date on which she gave birth as soon as she can conveniently do so.

- 6.10.10.7 An employee must notify the Audit Office as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- 6.10.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Audit Office and any number of times with the consent of the Audit Office. In each case she/he must give the Audit Office at least 14 days' notice of the change unless the Audit Office decides otherwise.

- 6.10.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 6.10.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.10.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 6.10.13 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Audit Office approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 6.10.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Audit Office) must be given.
- 6.10.15 An employee who is ill during her pregnancy may take available paid personal leave or accrued recreation or extended leave or personal leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 6.10.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 6.10.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 6.10.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - 6.10.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - 6.10.17.3 When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 6.10.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Audit Office, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 6.10.19 If such adjustments cannot reasonably be made, the Audit Office must grant the employee maternity leave, or any available personal leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 6.10.20 Communication during parental leave

- 6.10.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Audit Office shall take reasonable steps to:
- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave, and
 - b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 6.10.20.2 The employee shall take reasonable steps to inform the Audit Office about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 6.10.20.3 The employee shall also notify the Audit Office of changes of address or other contact details which might affect the Audit Office's capacity to comply with clause 6.10.20.1 of this subclause.

6.11 Purchased Leave

- 6.11.1 Employees can apply to purchase additional leave to be used within a 12 month period in accordance with Audit Office policy.
- 6.11.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 6.11.3 Purchased leave is subject to the following provisions:
- 6.11.3.1 the purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period
 - 6.11.3.2 other leave taken during the 12 month purchased leave agreement period i.e. personal leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay
 - 6.11.3.3 personal leave cannot be taken during a period of purchased leave
 - 6.11.3.4 the purchased leave rate of pay will be the salary for all purposes including superannuation
 - 6.11.3.5 overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay
 - 6.11.3.6 higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.12 Recreation Leave

- 6.12.1 Recreation leave accrues at the rate of 20 working days per year.
- 6.12.1.1 employees are to take at least 10 working days of recreation leave every 12 months, except by agreement with the Auditor-General. Recreation leave will be re-credited if an employee is ill, while on recreation leave, and provides a supporting medical certificate to the Audit Office
 - 6.12.1.2 recreation leave does not accrue during leave without pay, other than:

- a) during incapacity for which compensation has been authorised under the relevant legislation, or
 - b) absences due to natural emergencies, or
 - c) during any period of personal leave without pay; not exceeding 5 full time working days or their part time equivalent in any 12 months or
 - d) during any period of military leave without pay.
- 6.12.1.3 recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay
- 6.12.1.4 recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Annexure 3 clause 6.10 Parental Leave
- 6.12.1.5 on cessation of employment, an employee is entitled to be paid the monetary value of accrued recreation leave balances
- 6.12.1.6 an employee to whom clause 6.12.1.5 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
- 6.12.1.7 where an employee dies during their employment with the Audit Office, their nominated beneficiary or next of kin will be paid the monetary value of recreation leave they have accrued as at the date of death.

6.13 Special Leave

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

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

7. Training and Professional Development

7.1 Staff Development and Training Activities

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

- 7.1.1.1 All staff development courses conducted by a NSW Public Sector organisation;

- 7.1.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 7.1.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 7.1.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
 - 7.1.2.1 Activities for which study assistance is appropriate;
 - 7.1.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
 - 7.1.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 7.1.3 Attendance of an employee at activities considered by the Audit Office to be:
 - 7.1.3.1 Essential for the efficient operation of the Audit office; or
 - 7.1.3.2 Developmental and of benefit to the NSW public sector.
 - shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 7.1.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Audit Office:
 - 7.1.4.1 Recognition that the employees are performing normal duties during the course;
 - 7.1.4.2 Adjustment for the hours so worked under flexible working hours;
 - 7.1.4.3 Payment of course fees;
 - 7.1.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 7.1.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Audit Office is satisfied that the approval to attend constitutes a direction to work overtime under 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.

8. Overtime

8.1 Recall to Duty

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

8.2 On-Call (Stand-By) and On-Call Allowance

- 8.2.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
- 8.2.1.1 entitled to be paid the on-call allowance set out in Annexure 3, Part 2 Monetary Rates when directed by the Audit Office to be on call or on stand-by for a possible recall to duty outside the employee's working hours,
- 8.2.1.2 if an employee who is on call and is called out by the Audit Office, the overtime provisions as set out 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

8.3.1 Employee working flexible hours - an employee required to work overtime on weekdays beyond 7 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

8.3.2 Employees Generally - an employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

8.4 Overtime Meal Allowances

8.4.1 If an adequate meal is not provided by the Audit Office, a meal allowance shall be paid at the appropriate rate specified in the relevant Treasury Circular as specified from time to time, provided the Audit Office is satisfied that:

8.4.1.1 the time worked is directed overtime,

8.4.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought,

8.4.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so, and

8.4.1.4 overtime is not being paid in respect of the time taken for a meal break.

8.4.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Audit Office shall approve payment of actual expenses.

8.4.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

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

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

8.5 Provision of Transport in Conjunction With Working of Overtime

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

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

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

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

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

9. Miscellaneous

9.1 Existing Entitlements

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

PART 2

MONETARY RATES

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

Table 1 - Allowances

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

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INDEPENDENT TRANSPORT SAFETY REGULATOR) AWARD 2016

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.

(Case No. 2016/00167960)

Before Commissioner Murphy

2 June 2016

AWARD

PART A

1. Arrangement

PART A

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PART B**MONETARY RATES**

Schedule 1 - ITSR Salaried Officers
Schedule 2 - ITSR Senior Officers

2. Definitions

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "ITSR" means the Independent Transport Safety Regulator established by the Transport Administration Act 1988.
- (iii) "Staff" or "staff members" shall mean person(s) employed by ITSR under Section 21 of the Government Sector Employment Act and covered by this Award.
- (iv) "Transferred staff" mean former State Rail Authority staff, former Rail Infrastructure Corporation staff, former Office of Co-ordinator General of Rail staff or former Ministry of Transport staff who were transferred to ITSR on 1 January 2004 under Schedule 6 of the Transport Administration Act 1988.
- (v) Chief Executive means the Chief Executive of ITSR or their nominee.
- (vi) "Domestic Violence" means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

3. Intent

This award aims to consolidate, in the one document, the common conditions of employment of staff and to facilitate, as appropriate, greater flexibility in the workplace.

4. Work Environment

ITSR is committed to fostering engagement of staff with the organisation and its values through the provision of:

- (i) interesting work;
- (ii) effective communication that establishes clear performance expectations and feedback on performance;
- (iii) provision of an harassment free, cooperative work environment where staff are treated with dignity and respect;
- (iv) employment conditions that support staff in balancing their work and home commitments;
- (v) support for learning and career development opportunities; and,
- (vi) maintaining accident-free and healthy workplace by:
 - (a) the development of policies and guidelines on occupational health, safety and rehabilitation;
 - (b) pursuing the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by maintaining agreed consultative arrangements to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;

- (d) developing strategies to assist the rehabilitation of injured staff members.

5. Salaries and Grades

- (i) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (ii) No further staff shall be classified as Grade 9 under this Award.
- (iii) ITSR and staff member(s) can agree to salary sacrifice arrangements.

6. Performance Development and Evaluation Scheme (PDES)

- (i) All staff are required to participate in the PDES.
- (ii) Incremental progression in salary is subject to obtaining a satisfactory rating under the PDES at prior 6 monthly or annual performance feedback session.
- (iii) ITSR is committed to ensuring that PDES is implemented for all staff and that reviews are conducted as scheduled, so that staff are not disadvantaged for incremental progression by any delay.
- (iv) ITSR is committed to supporting learning and development opportunities that are aligned to ITSR's Learning and Development strategies and are agreed and documented through the PDES.

7. Working Hours and Overtime

- (i) Ordinary hours of work are currently determined as 35 hours per week.
- (ii) Where staff work under a flexitime arrangement work hours are averaged over a 4 week period.
- (iii) The Chief Executive may require a staff member to perform duty beyond the hours but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member'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 Chief Executive 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.

8. Overtime

- (i) The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.
- (ii) Such overtime shall be approved in advance by the Chief Executive Officer.

9. Recreation Leave

The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

10. Annual Leave Loading

The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

11. Sick Leave

The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

12. Family and Community Service Leave

The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

13. Leave Without Pay

The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

14. Military Leave

The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

15. Parental Leave

Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

16. Religious Or Cultural Obligations

The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied.

17. Special Leave

- (i) The Special Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.
- (ii) When the leave entitlements referred to in clause 29, Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

18. Extended Leave

- (i) General

Extended leave for employees is provided for by the Government Sector Employment Act and the Government Sector Employment Regulation 2014.

- (ii) Extended Leave Entitlements

- (a) A staff member who has completed 10 years of continuous service with ITSR or as recognised in accordance with paragraph (e) of this subclause is entitled to extended leave of:
 - (1) 44 working days at full pay, or
 - (2) 88 working days at half pay, or
 - (3) 22 working days at double pay.
 - (b) For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days extended leave.
 - (c) Staff members who have completed at least 7 years of continuous service are entitled to access the extended leave accrual indicated in paragraph (a) of this subclause on a pro rata basis of 4.4 working days per completed year of service.
 - (d) Staff members who are employed part-time are entitled to extended leave on the same basis as that applying to a full-time employee but payment for the leave is calculated on a pro rata basis.
 - (e) Continuous service with other NSW government bodies will be recognised by ITSR in accordance with Government Sector Regulation 2014 (NSW).
 - (f) Nothing in paragraph (e) of this subclause entitles a staff member to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.
- (iii) Payment and Taking of Extended Leave
- (a) Subject to ITSR approval, extended leave may be taken:
 - (1) at a time convenient to ITSR;
 - (2) for a minimum period of one hour;
 - (3) at full pay, half pay or double pay.
 - (b) Payments will be increased to reflect any increment action a staff member becomes eligible for while absent on extended leave.
- (iv) Payment or Transfer of Extended Leave on Termination
- (a) A staff member who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
 - (b) Staff members who have at least five years' service but less than seven years' service are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (1) by ITSR for any reason other than serious and intentional misconduct;
 - (2) by the staff member in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (c) on retirement.

19. Public Holidays

The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

20. Workplace Flexibility

- (i) ITSR is committed to providing flexibility in regard to work hours.
- (ii) Approval can be given by the Chief Executive for staff to change to part-time work hours on a permanent or temporary basis.
- (iii) Approval can be given by the Chief Executive for staff to work from home on a temporary, fixed term or regular basis. Such approval is subject to:
 - (a) appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff;
 - (b) the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - (c) the home environment or circumstances will not prevent staff from completing an amount of work equivalent to what would normally be completed in the office environment; and
 - (d) staff are available for telephone consultation and where possible available to return to the office at short notice.
- (iv) All work from home approvals shall ensure adequate consideration of, and compliance with occupational health and safety, confidentiality and security provisions.
- (v) Where appropriate, facilities and equipment shall be provided to enable staff to work at home.
- (vi) Approval can be given by the Chief Executive for staff to take recreation leave at half pay.
- (vii) Approval can be given by the Chief Executive to staff member requests to purchase additional leave. The purchased leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.
- (viii) Approval can be given for staff to use leave without pay to phase-in their retirement.

21. Learning and Development

Learning and development, including study leave, provisions as set out clause 85, Staff Development and Training Activities and clause 86, Study Assistance of the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

22. Allowances

Allowances as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, shall apply.

23. Trade Union Activities

The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award as varied, including consultation and technological change and union deductions, shall apply.

24. Grievance and Dispute Resolution Procedure

- (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, 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 or the Executive Director Corporate Services and Planning.
- (iv) This manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (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. 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 or the Association may refer the matter to mediation.
- (vii) 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.
- (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 Chief Executive 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, the Association and ITSR 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. 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 staff member or member of the public.

25. 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, including breast feeding.
- (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 person 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

- (vi) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (vii) 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. Secure Employment - WHS

- (i) Work 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 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.

- (c) Nothing in this subclause (i) 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.

(ii) 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.

- (iii) 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.

27. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

28. 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 Chief Executive 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 11, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 7, Hours of Work and Overtime of this award, where applicable.

29. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in subclause (vi) of clause 2 Definitions, of this award.

- (ii) Leave entitlements provided for in clause 12, Family and Community Service Leave, clause 11 Sick leave may be used by staff members experiencing domestic violence;
- (iii) Where the leave entitlements referred to in subclause 29(ii) are exhausted, the Chief Executive shall grant Special Leave as per the second paragraph of clause 17.
- (iv) The Chief Executive 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 Chief Executive 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.

30. Area, Incidence and Duration

- (i) This Award shall apply to staff of ITSR employed in the classifications set out in Part B, Monetary Rates of this Award.
- (ii) This Award shall apply to the total exclusion of any other industrial instrument, except where specified in this Award.
- (iii) The Award varies all terms and conditions of employment of transferred staff so that the terms and conditions, save and except for any entitlement to travel passes, are limited to those terms and conditions of employment provided in this Award.
- (iv) The award rescinds and replaces the Crown Employees (Independent Transport Safety Regulator) Award 2015 published 3 July 2015 (377 I.G. 908). The Award shall commence on 1 July 2016 and has a nominal expiry date of 30 June 2017.
- (v) This award complies with the requirements of section 19 of the Industrial Relations Act 1996.

PART B

MONETARY RATES

Schedule 1 - ITSR Salaried Officers

GRADE		Rate 01.07.16 \$
1	1st Year	45,733
1	2nd Year	47,330
1	3rd Year	48,986
1	4th Year	50,699
2	1st Year	52,478
2	2nd Year	54,314
2	3rd Year	56,213
2	4th Year	58,189
3	1st Year	60,219
3	2nd Year	62,327
3	3rd Year	64,507
3	4th Year	66,767
4	1st Year	69,107

4	2nd Year	71,520
4	3rd Year	74,028
4	4th Year	76,619
5	1st Year	79,398
5	2nd Year	82,073
5	3rd Year	85,115
5	4th Year	87,921
6	1st Year	91,000
6	2nd Year	94,187
6	3rd Year	97,478
6	4th Year	100,889
7	1st Year	104,421
7	2nd Year	108,076
7	3rd Year	111,859
7	4th Year	115,771
8	1st Year	119,827
8	2nd Year	124,020
8	3rd Year	131,776
8	4th Year	137,579
9*	1st Year	142,396
9*	2nd Year	150,044
9*	3rd Year	157,798
9*	4th Year	163,603

* Grade 9 is only applied to staff members classified in that grade as at 1 July 2008.

Schedule 2 - ITSR Senior Officers

GRADE		Rate 01.07.16 \$
1	1st Year	153,915
1	2nd Year	165,845
2	1st Year	168,650
2	2nd Year	180,545
3	1st Year	186,585
3	2nd Year	204,816

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2016) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 2016/00187184)

Before Commissioner Murphy

21 June 2016

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Dispute Settlement Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

Schedule A - List of Awards, Agreements and Determinations

Schedule B - Common Salary Points

PART B**MONETARY RATES****AWARDS****AGREEMENTS AND DETERMINATIONS****1. Title**

This award will be known as the Crown Employees (Public Sector - Salaries 2016) Award.

2. Definitions

In this Award:

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (iii) "Secretary" means the Industrial Relations Secretary, as established under the Government Sector Employment Act 2013.

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 the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries prescribed in Part B reflect:
 - (a) a 2.5% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2016

4. Allowances

- (i) The following allowances in the Awards, Agreements and Determinations in Schedule A are subject to adjustment in line with the salary increases in clause 3, Salaries of this Award:

Additional Responsibilities Allowance

All Incidents of Employment Allowance

Charge Hand Allowance

Community Language Allowance

Diving Allowance

Environmental Allowance

Extraneous Duties Allowance

First Aid Allowance

Flying Allowance

In-Lieu of Overtime Allowance

Leading Hand Allowance

Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Crown Employees (General Staff - Salaries) Award 2007

Officer-in-Charge Allowance

On-Call Allowance

Part-Time Building Managers/House Officers Allowance

Any Wage Related Allowances applicable to the Crown Employees (General Staff - Salaries) Award 2007

Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question

Resident Officers Allowance

Shift Allowances

Special Rates Allowance

Supervision Allowance

Service Increments expressed as a separate sum

Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance in the Awards, Agreements and Determinations listed in Schedule A which is normally moved in accordance with salary increases is to be adjusted in line with the salary increase in clause 3, Salaries of this award.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) ongoing full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "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.
- (iii) By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), 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 Secretary at the time of signing the Salary Packaging Agreement.
- (vii) 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 employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) Police Regulation (Superannuation) Act 1906;
 - (b) Superannuation Act 1916;
 - (c) State Authorities Superannuation Act 1987; or
 - (d) State Authorities Non-contributory Superannuation Act 1987,

the employee's Department or agency 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.

- (x) 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 (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) 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
 - (b) 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 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Secretary 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.
- (xiii) The Secretary 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.

6. Grievance and Dispute Settling Procedure

All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.

- (i) An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) 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 appropriate Department Head or Delegate.
- (iii) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) 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) 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.
- (v) The Department Head may refer the matter to the Secretary for consideration.
- (vi) In the event that the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee 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.
- (ix) The employee, Association, Department and Secretary shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures outlined in (i) to (ix) are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid 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 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."

8. No Extra Claims

- (i) Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award shall apply to employees employed in the classifications covered by the Awards, Agreements and Determinations listed in Schedule A of this Award.
- (ii) This Award shall not apply to:
 - (a) persons falling within the operation of the Livestock Health and Pest Authorities Salaries and Conditions Award and
 - (b) persons employed by Roads and Maritime Services.
- (iii) This Award rescinds and replaces the Crown Employees (Public Sector - Salaries 2015) Award published 8 May 2015 (377 I.G. 505).
- (iv) This Award shall take effect on and from 1 July 2016 and shall remain in force until 30 June 2017.

SCHEDULE A

LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS

The wages, salaries and relevant allowances under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the following Awards, Agreements and Determinations

Awards:

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees Ageing, Disability and Home Care – NSW Department of Family and Community Services (Community Living Award) 2015

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

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres

Crown Employees (Departmental Officers) Award

Crown Employees (Department of Attorney General and Justice - Attorney General's Division) (Reporting Services Branch) Sound Reporters Award 2007

Crown Employees (Department of Attorney General and Justice (Juvenile Justice) - 38 Hour week Operational Staff 2012) Reviewed Award

Crown Employees (Department of Education and Communities - Catering Officers) Award

Crown Employees (Office of Sport - Centre Managers) Award

Crown Employees (Office of Sport - Program Officers) Award

Crown Employees (Department of Education and Communities - Services Officers) Award

Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2012

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Salaried Staff Award 2012

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Crown Employees (General Assistants in Schools - Department of Education) Award

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (General Staff - Salaries) Award 2007

Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007

Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2012

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Crown Employees (Jenolan Caves Reserve Trust Division) Salaries Award

Crown Employees - Legal Officers (Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2012

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Crown Employees (New South Wales Department of Family and Community Services) Residential Centre Support Services Staff Award 2015

Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award

Crown Employees (NSW Department of Finance and Services, Government Chief Information Office) Award 2012

Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Casino Inspectors Transferred from Department of Gaming and Racing Award

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Exhibition Project Managers and Project Officers) Australian Museum Award

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) State Library Security Staff Award 2007

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009

Crown Employees (NSW Police Force Communications Officers) Award

Crown Employees (NSW Police Force Special Constables) (Police Band) Award

Crown Employees (NSW Police Force Special Constables) (Security) Award

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award

Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Crown Employees (–Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007) Award

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Crown Employees (Parliament House Conditions of Employment) Award 2015

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Crown Employees (Planning Officers) Award 2008

Crown Employees (Psychologists) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Crown Employees (Research Scientists) Award 2007

Crown Employees (Rural Fire Service) Award

Crown Employees (School Administrative and Support Staff) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (Senior Officers Salaries) Award 2012

Crown Employees (Sheriff's Officers) Award 2007

Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers Award 2012

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Crown Employees (State Emergency Service) Region Controllers Award 2012

Crown Employees (Technical Officers - Treasury) Award

Crown Employees (Tipstaves to Justices) Award 2007

Crown Employees (Trades Assistants) Award

Taronga Conservation Society Australia Salaried Employees Award

Agreements and Determinations:

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services Section 130 (1) Determination No. 955 of 2007

Architects etc. Agreement No. 1733 of 1971

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences Agreement No. 2196 of 1975

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

Cadet Conditions and Rates of Pay, Various Departments Determination No. 938 of 2004

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers
All Departments Agreement No. 2439 of 1982

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

Community Offender Support Program Centres, Department of Corrective Services Determination No. 960 of 2008

Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

Computer Systems Officers -TAFE - Public Service Board Determination

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC),
Department of Corrective Services. Determination No. 968 of 2010

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of
Corrective Services. Determination No. 966 of 2009

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services.
Determination No. 964 of 2008

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective
Services. Determination No. 969 of 2011

Conditions of Service Team Leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department
of Human Services. Determination No. 967 of 2010

Conservators, Cultural Institutions Agreement No. 2504 of 1987

Co-ordinators and Directors Community Justice Centres, Department of the Attorney General Determination
No. 808 of 1983

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination
No. 929 of 2002

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Dental Auxiliaries (TAFE) - Public Service Board Advice 77/4514 of 14.7.82

Departmental Professional Officers Determination No. 866 of 1987

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No.
473 of 1975

Education Officer Department of Training and Education Co-ordination Determination No. 912 of 1996

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1982; Gardening,
Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

General Division Driver/Assistant etc Various Departments Agreement No. 2478 of 1985

General Division (Trade Based Groups) Agreement No. 2301 of 1980; Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982

Glenfield Park School Staff, Department of Education, Determination No. 787 of 1983

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific) and Senior Technical Officer (Scientific), Various Departments Agreement No. 2369 of 1982

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No. 953 of 2007

Miscellaneous Professional Officers, Department of Water Resources Agreement No. 2535 of 1991

Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers

Parliament House, Other Clerical Officers, Determinations of the Presiding Officers

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981

Parole Officers, Department of Corrective Services Industrial Authority Determination

Petty Sessions Officers - Local Courts Administration Determination No. 741 of 1982

Pharmacists Agreement No. 2441 of 1982

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Publicity Officers and Public Relations Officers Agreement No. 2126 of 1975

Scientific Officers Various Departments Agreement No. 2433 of 1982

Security Officers and Senior Security Officers, Various Departments Determination No. 768 of 1982

Social Workers, Various Departments Agreement No. 2374 of 1982

Stores Officers Various Departments; Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Student Association Officer, Department of Technical and Further Education Determination No. 5 of 2001

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technician (Security Services), Department of Education and Training, Public Service Board Determination dated 4 February 1988

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyards) Salaries Agreement No. 2418 of 1982

Tracers, Various Departments, Agreement No.2192 of 1975

Visual Aids Officers Agreement No.1810 of 1971

SCHEDULE B

COMMON SALARY POINTS

- (i) History of the Crown Employees (Common Salary Points) Award:

This Schedule contains a summary of the Crown Employees (Common Salary Points) Award made 30 July 1990 published 1 October 1993 (276 I.G. 941) and Erratum published 3 December 1993 (277 I.G. 576).

The parties have agreed to the rescission of the Crown Employees (Common Salary Points) Award in accordance with the s19 Award Review process, and to the inclusion of a summary of the award as a schedule to the Crown Employees (Public Sector - Salaries January, 2000) Award and any replacement award, until such time as a new classification and grading system has been agreed and implemented by the parties.

The Crown Employees (Common Salary Points) Award was introduced under the Structural Efficiency Principle to establish a set of 130 common salary points, replacing about 1400 salary points spread across about 500 separate classifications in the NSW public service. The introduction of common salary points allowed for the simplification of pay structures, the encouragement of the review and redesign of jobs to improve work arrangements and the simplification of pay administration.

Summary of the Crown Employees (Common Salary Points) Award

The Crown Employees (Common Salary Points) Award applied to all persons employed by an organisation specified in Table 1 for whom an annual salary rate was prescribed by an award specified in Table 2 or by an agreement or determination but did not include a person who was occupying a position specified in Table 3.

It took effect from the beginning of the first full pay period to commence on or after 1 July 1991. The annual salary rates applicable to the various classifications of employees were to be drawn from the common salary points prescribed by Table 4. The actual common salary points applicable to a particular classification of employees were to be prescribed by an award, agreement or determination. Annual salary rates prescribed by an award, agreement or determination that exceeded the rate prescribed by the highest common salary point were not affected by the award.

Table 1: Organisations

Table 2: Awards

Table 3: Classifications (by organisation) excluded

Table 4: Common salary points

(ii) Current Common Salary Points

These Common Salary Points apply only to the classifications contained in this Award, as appropriate. Prior relationships between salaries and Common Salary Points continue, but there is no extension of their use by the making of this Award. Where Common Salary Points have been identified in this Award the CSP Numbers have been noted next to the salary rates to assist calculation and checking.

COMMON SALARY POINTS		
		1.7.16 Per annum 2.50% \$
Common Salary Point:	1	24,457
	2	26,095
	3	27,472
	4	29,127
	5	30,976
	6	33,054
	7	35,134
	8	37,542
	9	39,810
	10	42,109
	11	42,495
	12	42,874
	13	43,303
	14	43,753
	15	44,165
	16	44,675
	17	45,800
	18	46,251
	19	46,654
	20	47,049
	21	47,497
	22	47,940
	23	49,039
	24	49,521
	25	49,929
	26	50,334
	27	50,739
	28	51,168
	29	51,694
	30	52,136
	31	52,551
	32	53,060
	33	53,490
	34	53,992
	35	54,429
	36	54,983
	37	55,509
	38	55,970
	39	56,548
	40	57,015
	41	57,656
	42	58,108
	43	58,684
	44	59,120

	45	59,695
	46	60,154
	47	60,785
	48	61,290
	49	61,921
	50	62,523
	51	63,008
	52	63,649
	53	64,194
	54	64,754
	55	65,396
	56	66,009
	57	66,591
	58	67,248
	59	67,951
	60	68,582
	61	69,276
	62	69,929
	63	70,751
	64	71,438
	65	72,039
	66	72,890
	67	73,635
	68	74,174
	69	75,025
	70	75,766
	71	76,522
	72	77,174
	73	77,973
	74	78,592
	75	79,384
	76	80,259
	77	80,945
	78	81,888
	79	82,542
	80	83,439
	81	84,188
	82	85,098
	83	85,928
	84	86,684
	85	87,591
	86	88,376
	87	89,326
	88	90,215
	89	91,123
	90	92,026
	91	92,912
	92	93,772
	93	94,757
	94	95,776
	95	96,784
	96	97,798
	97	98,782
	98	99,862
	99	100,820
	100	101,851
	101	102,838
	102	103,822
	103	104,779

	104	105,730
	105	106,805
	106	107,887
	107	108,965
	108	110,046
	109	111,140
	110	112,228
	111	113,324
	112	114,430
	113	115,531
	114	116,632
	115	117,786
	116	118,943
	117	120,124
	118	121,318
	119	122,648
	120	123,985
	121	125,052
	122	126,110
	123	127,514
	124	128,917
	125	130,337
	126	131,751
	127	133,133
	128	134,528
	129	136,039
	130	137,557

PART B

MONETARY RATES

AWARDS

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Clerks General Scale		
Clerks General Scale step 1	4	29,127
Clerks General Scale step 2	6	33,054
Clerks General Scale step 3 - 1st year of service or 18 years	7	35,134
Clerks General Scale step 4 - 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	9	39,810
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	42,495
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	45,800
Clerks General Scale step 7	20	47,049
Clerks General Scale step 8	23	49,039

Clerks General Scale step 9	25	49,929
Clerks General Scale step 10	28	51,168
Clerks General Scale step 11	32	53,060
Clerks General Scale step 12	36	54,983
Clerks General Scale step 13	40	57,015
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	-	59,453
Grade 1		
1st year of service	46	60,154
Thereafter	49	61,921
Grade 2		
1st year of service	52	63,649
Thereafter	55	65,396
Grade 3		
1st year of service	58	67,248
Thereafter	61	69,276
Grade 4		
1st year of service	64	71,438
Thereafter	67	73,635
Grade 5		
1st year of service	75	79,384
Thereafter	78	81,888
Grade 6		
1st year of service	82	85,098
Thereafter	85	87,591
Grade 7		
1st year of service	88	90,215
Thereafter	91	92,912
Grade 8		
1st year of service	95	96,784
Thereafter	98	99,862
Grade 9		
1st year of service	101	102,838
Thereafter	104	105,730
Grade 10		
1st year of service	108	110,046
Thereafter	111	113,324
Grade 11		
1st year of service	116	118,943
Thereafter	120	123,985
Grade 12		
1st year of service	126	131,751
Thereafter	130	137,557

Crown Employees Ageing, Disability and Home Care – NSW Department Of Family and Community Services (Community Living Award) 2015

Classification and Grades	1.7.16 Per annum 2.50% \$
Disability Support Worker	
Year 1	51,044
Year 2	51,942
Year 3	53,302
Year 4	54,339
Year 5	55,365
Year 6	56,890
Year 7	57,878
Year 8	58,896
Year 9	60,868
Year 10	62,847
Team Leader - One Unit	
Year 1	90,215
Year 2	92,026
Team Leader - Two Units	
Year 1	92,912
Year 2	94,757
Community Support Worker	
Year 1	51,044
Year 2	51,942
Year 3	53,302
Year 4	54,339
Year 5	55,365
Community Worker	
Year 1	55,365
Year 2	56,890
Year 3	58,896
Year 4	62,309
Year 5	65,207
Year 6	68,469
Year 7	72,087
Year 8	75,555
Community Consultant	
Year 1	72,891
Year 2	76,524
Year 3	79,384
Year 4	82,541
Year 5	86,684

Transitional Arrangements for Residential Support Workers Level 2 with 12 months or more service at their current rate of pay who were prevented from further annual increments due to qualification requirements under previous award provisions.

Classification and Grades	1.7.16 Per annum 2.50% \$
Residential Support Worker Level 2	
Year 1	54,339
Year 2	55,365
Year 3	56,890

Year 4	57,878
Year 5	58,896
Year 6	60,868
Disability Support Worker	
Year 5	55,365
Year 6	56,890
Year 7	57,878
Year 8	58,896
Year 9	60,868
Year 10	62,847
Allowances	1.7.16 Per annum 2.50% \$
(i) An officer who is required by the Department to accompany clients on excursions, etc, which necessitate overnight stays shall be paid an allowance equivalent to eight hours at ordinary rates for each overnight stay	
(ii) An officer who is nominated to supervise a team in a community based service, other than in a residential setting, shall be paid a Team Leader Allowance as follows:	
No of staff Supervised 5 to 10	3,923
No of staff Supervised 11 to 25	6,550
No of staff supervised 26 to 40	9,181
No of staff Supervised 40 +	10,474

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

Correctional Officers - Department of Corrective Services		
Classification and Grades	CSP NO.	1.7.16 Per annum 2.50% \$
Probationary Correctional Officer	45	59,695
Correctional Officer - 1st year	47	60,785
2nd year and thereafter	49	61,921
Correctional Officer, First Class -1st year	55	65,396
2nd year and thereafter	63	70,751
Senior Correctional Officer	69	75,025
Overseer - 1st year	55	65,396
2nd year and thereafter	63	70,751
Senior Overseer	69	75,025
Industries and Maintenance Allowance - Overseer 1st year		9,633
Overseer 2nd year and thereafter		4,275
Senior Overseer		8,412

Incidental Allowance -	1.7.16 Per annum 2.50%
Probationary Correctional Officer (in training)	n/a
Probationary Correctional Officer (on graduation)	981
Correctional Officer 1st year	1,473
Correctional Officer 2nd year and thereafter	1,969
Correctional Officer, First Class 1st year	2,943
Correctional Officer, First Class 2nd year and	2,943

Senior Correctional Officer	4,905
Overseer 1st year	2,943
Overseer 2nd year and thereafter	2,943
Senior Overseer	4,905

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres

Annualised Salary Package - Kempsey, Dillwynia and Wellington Correctional Centres		
Classification and Grades		1.7.16 Per annum 2.50% \$
General Manager		184,295
Manager of Security		155,478
Principal Correctional Officer		120,130
Chief Correctional Officer		112,447
Correctional Officers - Kempsey, Dillwynia and Wellington Correctional Centres		
	Common Salary Points	1.7.16 Per annum 2.50% \$
Senior Correctional Officer	69	75,025
Correctional Officer 1st Class Year 2	63	70,751
Correctional Officer 1st Class Year 2	55	65,396
Correctional Officer Year 2	49	61,921
Correctional Officer Year 1	47	60,785
Correctional Officer Probationary	45	59,695
Correctional Officer (Training)	45	59,695
Incidental Allowance:		
Senior Correctional Officer	-	4,905
Correctional Officer 1st Class Years 1 and 2	-	2,943
Correctional Officer Year 2	-	1,969
Correctional Officer Year 1	-	1,473
Correctional Officer Probationary	-	981
Principal Industry Officer Level 1	-	125,270
Principal Industry Officer Level 2	-	119,222
Chief Industry Officer	-	113,558
Senior Overseer	80	83,439
Overseer	69	75,025
Senior Overseer	-	4,905
Overseer	-	2,943

Crown Employees (Departmental Officers) Award

Departmental Officer		
Classifications and Grades		1.7.16 Per annum 2.50% \$
General Scale	Year 1	35,134
	Year 2	42,495
	Year 3	45,800
	Year 4	47,049
	Year 5	49,039

	Year 6	49,929
	Year 7	51,168
	Year 8	53,060
	Year 9	54,983
	Year 10	57,015
Grade 1-2 (Level 1)	Year 1	60,154
	Year 2	61,921
	Year 3	63,649
	Year 4	65,396
Grade 3-4 (Level 2)	Year 1	67,248
	Year 2	69,276
	Year 3	71,438
	Year 4	73,635
Grade 5-6 (Level 3)	Year 1	79,384
	Year 2	81,888
	Year 3	85,098
	Year 4	87,591
Grade 7-8 (Level 4)	Year 1	90,215
	Year 2	92,912
	Year 3	96,784
	Year 4	99,862
Grade 9-10 (Level 5)	Year 1	102,838
	Year 2	105,730
	Year 3	110,046
	Year 4	113,324
Grade 11 (Level 6)	Year 1	118,943
	Year 2	123,985
Grade 12 (Level 7)	Year 1	131,751
	Year 2	137,557
Senior Officer Grade 1 (Level 8)	Year 1	153,915
	Year 2	165,847
Senior Officer Grade 2 (Level 9)	Year 1	168,654
	Year 2	180,545
Senior Officer Grade 3 (Level 10)	Year 1	186,586
	Year 2	204,818

**Crown Employees (Department of Attorney General and Justice - Attorney General's Division)
(Reporting Services Branch) Sound Reporters Award 2007**

Multi-Skilled Reporters and Sound Reporters Dual Remote		
Classification and Grade	Common Salary Point	1.7.16 Per annum 2.50% \$
Trainee Multi-Skilled Sound Reporter Year 1	46	60,154
Multi-Skilled Sound Reporter Year 2	52	63,649
Multi-Skilled Sound Reporter Year 3	55	65,396
Multi-Skilled Sound Reporter Year 4	58	67,248
Multi-Skilled Sound Reporter Year 5	61	69,276
Sound Reporter Dual Remote	64	71,438

**Crown Employees (Department of Attorney General and Justice (Juvenile Justice) - 38 Hour week
Operational Staff 2012) Reviewed Award**

Classification and Grades	A & C Grade Equivalent	1.7.16 Per annum 2.50% \$
Unqualified Youth Officer - Level 1	GS Year 10	57,017
Youth Officer Level 2 Year 1 Year 2 Year 3 Level 3 Year 1	Min 1 Max 1 Min 2 Max 2	60,154 61,921 63,649 65,396
Shift Supervisor/Assistant Unit Manager - Level 4 Year 1 Year 2 Year 3 Year 4	Min 4 Max 4 Min 5 Max 5	71,438 73,635 79,384 81,888
Unit Manager - Level 5 Year 1 Year 2 Year 3 Year 4	Min 6 Max 6 Min 7 Max 7	85,098 87,591 90,215 92,912
Assistant Manager - Level 6 Year 1 Year 2 Year 3 Year 4	Min 8 Max 8 Min 9 Max 9	96,784 99,862 102,838 105,730
Centre Manager - Level 7 Year 1 Year 2	Min 10 Max 10	110,046 113,324
Centre Manager - Level 8 Year 1 Year 2	Min 11 Max 11	118,943 123,985
Centre Manager - Level 9 Year 1 Year 2	Min 12 Max 12	131,751 137,557
Vocational Instructor (Trade, Maintenance, Grounds) Level 1, Year 1 Level 2 Year 1	- -	57,017 60,154
Year 2 Year 3 Year 4	- - -	61,921 63,649 65,396
Kitchen Support Officer and Vocational Instructor (Cook) Level 1 Year 1 Year 2 Level 2 Year 1 Year 2 Year 3 Year 4	- - - - - - -	47,049 49,039 60,154 61,921 63,649 65,396
Logistics Officer Level 4 Year 1	-	79,384

Year 2 Level 5	-	81,888
Year 3 Year 4	- -	85,098 87,591
Court Supervisor - Level 4 Year 1 Year 2 Year 3 Year 4	Min 4 Max 4 Min 5 Max 5	71,438 73,635 79,384 81,888
Drug Detection Security and Intelligence Officer Level 2 Year 1 Year 2 Year 3 Level 3	Min 1 Max 1 Min 2 Max 2	60,154 61,921 63,649 65,396
Allowances		
Chokage Allowance (per day)		4.82
Uniform Allowance (per week)		5.00
Trade Allowance (per annum)		1,825
Supervisory Allowance (per week)		50.00
Allocated Youth Officer Additional Responsibilities Allowance (per hour)		1.30

Crown Employees (Department of Education and Communities - Catering Officers) Award

Classification and Grades	1.7.16 Per annum 2.50% \$
Level 1	55,703
Level 2	57,464
Level 3	59,196
Level 4	61,104
Level 5	63,267
Catering Officers - Academy Allowance	
Senior Catering Officer	4,869
Catering Officer	2,349
Apprentice	1,881

Crown Employees (Office of Sport- Centre Managers) Award

Grades and salary rates for classifications in this award are in accordance with the Crown Employees Administrative and Clerical Officers - Salaries) Award 2007 Grades 4 to 12

Allowance	1.7.16 Per annum 2.50% \$
Annual allowance (Clause 11)	11,044

Crown Employees (Office of Sport - Program Officers) Award

Program Officers - Department of the Arts, Sport and Recreation	
Classification and Grades	1.7.16 Per annum 2.50% \$
Program Officers	
Level 1	56,340
Level 2	58,547
Level 3	61,852
Level 4	66,271
Level 5	68,478
Level 6	71,803
Level 7	75,108
Level 8	78,431
Level 9	81,735
Level 10	85,058
Level 11	88,357
Level 12	90,568
Program Officers - Temporary employees	1.7.16 Per day 2.50% \$
Level 1	216.26
Level 2	224.15
Level 3	236.54
Level 4	254.56
Level 5	262.43
Level 6	274.83
Level 7	288.34
Level 8	300.74
Level 9	313.13
Level 10	325.52
Level 11	339.03
Level 12	346.92
Program Officers - Casual Employees	1.7.16 Per day 2.50% \$
Level 1	242.95
Level 2	252.48
Level 3	266.74
Level 4	285.75
Level 5	295.34
Level 6	309.61
Level 7	323.87
Level 8	338.21
Level 9	352.45
Level 10	366.80
Level 11	381.03
Level 12	390.53
	1.7.16 Per day 2.50% \$
Assistant instructor (Per day)	59.21

Program Officer (Instructor)	188.81 229.04
Allowances	
Sport and recreation allowance - Permanent Program Officers (per annum)	11,044
Sport and recreation allowance- Temporary Program Officers (per day)	42.33
Night duty allowance - Casual Program Officers(per night)	90.37
Night duty allowance - Program Officer (Instructors) (per night)	43.60

Crown Employees (Department of Education and Communities - Services Officers) Award

Table 1 - Salary Scale for Services Officers Prior to Competency Attainment	
Classification and Grades	1.7.16 Per annum 2.50% \$
Level 1	47,183
Level 2	49,766
Level 3	51,907
Level *4	54,052
	Per hour \$
Level 1	23.79
Level 2	25.09
Level 3	26.19
Level 4	27.28
Table 2 - Salary Scale for Services Officers after Competency Attainment	
Classification and Grades	1.7.16 Per annum 2.50% \$
Level 1	48,598
Level 2	51,261
Level 3	53,469
Level 4*	55,674
	Per hour \$
Level 1	24.54
Level 2	25.87
Level 3	26.97
Level 4	28.07

* Services Officer (Groundsperson) and Services Officer (Gardener) salary rate

Table 3 - Salary Scale for Assistant Services Officers	
Classification and Grades	1.7.16 Per annum 2.50% \$
Level 1	47,183
Level 2	49,766
	Per hour \$
Level 1	23.79
Level 2	25.09

Crown Employees Department of Family and Community Services NSW (Aboriginal Award) 2012

See rates for Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Department of Commerce (other than GCIO, OFT, OIR, Businesslink)	
Classifications and Grades	1.7.16 Per annum 2.50% \$
DPWS Professional Staff -	
General Scale 1	35,618
General Scale HSC 19 years	40,357
General Scale 2 or age 20	43,076
General Scale 3 or age 21	46,424
General Scale 4	47,695
General Scale 5	49,706
General Scale 6	50,611
General Scale 7	51,870
General Scale 8	53,787
General Scale 9	55,737
General Scale 10	57,791
General Scale 11	59,491
General Scale 12	60,974
General Scale 13	62,767
Grade 1	
Year 1	63,375
Year 2	66,913
Year 3	71,716
Year 4	76,802
Year 5	81,356
Grade 2	
Year 1	86,264
Year 2	89,587
Year 3	92,367
Year 4	95,059
Grade 3	
Year 1	100,137
Year 2	103,245
Year 3	107,177
Year 4	110,457
Grade 4	
Year 1	115,995
Year 2	119,393
Year 3	121,776
DPWS Senior Professional Staff -	
Senior 1	
Year 1	126,764
Year 2	129,261
Senior 2	
Year 1	132,125
Year 2	134,961
Senior 3	
Year 1	137,901
Year 2	139,442

DPWS Project Staff	
Grade 1 Year 1 Year 2	75,235 76,492
Grade 2 Year 1 Year 2	81,400 83,746
Grade 3 Year 1 Year 2	86,326 88,897
Grade 4 Year 1	91,471
DPWS Senior Management	
Grade 1 Year 1 Year 2	151,170 158,792
Grade 2 - Year 1 Year 2	166,405 174,028
DPWS Staff -	
General Scale 1	35,618
General Scale HSC 19 yrs	40,357
General Scale 2 or age 20	43,076
General Scale 3 or age 21	46,424
General Scale 4	47,695
General Scale 5	49,706
General Scale 6	50,611
General Scale 7	51,870
General Scale 8	53,787
General Scale 9	55,737
General Scale 10	57,791
* Personal	59,491
Grade 1 - Year 1 Year 2	60,974 62,767
Grade 2 - Year 1 Year 2	64,523 66,286
Grade 3 - Year 1 Year 2	68,170 70,228
Grade 4 - Year 1 Year 2	72,419 74,642
Grade 5 - Year 1 Year 2	80,472 83,016
Grade 6 - Year 1 Year 2	86,264 88,790
Grade 7 - Year 1 Year 2	91,455 94,191
Grade 8 - Year 1 Year 2	98,109 101,233
Grade 9 - Year 1	104,248

Year 2	107,177
Grade 10 - Year 1 Year 2	111,560 114,878
Grade 11 - Year 1 Year 2	120,573 125,686
Grade 12 - Year 1 Year 2	133,558 139,442
DPWS Technical Staff (A)	
General Scale 1 or 16 years	29,529
General Scale 2 or 17 years	33,508
General Scale 3 or 18 years	35,618
General Scale 4 or 20 years	40,357
General Scale 5 or 21 years	43,076
General Scale 6	46,424
General Scale 7	47,695
General Scale 8	49,706
General Scale 9	50,611
General Scale 10	51,870
General Scale 11	53,787
General Scale 12	55,737
General Scale 13	57,791
General Scale 14	59,491
Grade I - Year 1 Year 2 Year 3 Year 4 Year 5	62,133 63,879 65,640 66,913 68,884
Grade II - Year 1 Year 2 Year 3 Year 4	72,419 73,888 75,194 76,802
Grade III - Year 1	82,051
DPWS Senior Technical (A) -	
Senior I - Year 1 Year 2 Year 3	80,472 82,051 84,579
Senior II - Year 1 Year 2	87,098 89,587
Senior III - Year 1	93,281
Senior Officer -	
Grade 1 - Year 1 Year 2	155,761 167,693
Grade 2 - Year 1 Year 2	170,499 182,391
Grade 3 - Year 1 Year 2	188,433 206,663

Crown Employees (Department of Finance, Services and Innovation- Waste Assets Management Corporation) Salaried Staff Award 2012

WAMC OFFICER

Grade	Year	Per annum 1.7.16 2.50% \$
WAMC Officer General Scale	1	35,777
WAMC Officer General Scale	2	43,274
WAMC Officer General Scale	3	46,637
WAMC Officer General Scale	4	47,913
WAMC Officer General Scale	5	49,942
WAMC Officer General Scale	6	50,847
WAMC Officer General Scale	7	52,107
WAMC Officer General Scale	8	54,034
WAMC Officer General Scale	9	55,991
WAMC Officer General Scale	10	58,059
WAMC Officer Grade 1	1	61,257
	2	63,060
WAMC Officer Grade 2	1	64,816
	2	66,595
WAMC Officer Grade 3	1	68,483
	2	70,546
WAMC Officer Grade 4	1	72,751
	2	78,606
WAMC Officer Grade 5	1	80,843
	2	83,391
WAMC Officer Grade 6	1	86,659
	2	89,202
WAMC Officer Grade 7	1	91,873
	2	94,618
WAMC Officer Grade 8	1	98,561
	2	101,694
WAMC Officer Grade 9	1	104,728
	2	107,668
WAMC Officer Grade 10	1	112,068
	2	115,406
WAMC Officer Grade 11	1	121,126
	2	126,262
WAMC Officer Grade 12	1	134,169
	2	140,079

WAMC SENIOR OFFICER

Grade	Year	Per annum 1.7.16 \$
WAMC Senior Officer Grade 1	1	156,743
	2	168,892
WAMC Senior Officer Grade 2	1	171,749
	2	183,858
WAMC Senior Officer Grade 3	1	190,012
	2	208,579

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Food Safety Officers		
Classification and Grades	Common Salary Points	1.7.16 2.50% \$ Per annum
Grade 1, Year 1	-	61,038
Year 2	-	62,785
Year 3	55	65,396
Grade 2, Year 1	-	69,346
Year 2	-	75,412
Year 3	82	85,098
Grade 3, Year 1	-	91,564
Year 2	-	94,847
Year 3	98	99,862
Grade 4, Year 1	-	104,280
Year 2	-	107,886
Year 3	111	113,324
Grade 5, Year 1	116	118,943
Year 2	120	123,985
Grade 6, Year 1	126	131,751
Year 2	130	137,557

Crown Employees (General Assistants in Schools - Department of Education) Award

General Assistants in Schools - Department of Education and Training		
Classification and Grades	Common Salary Points	1.7.16 Per annum 2.50% \$
Full-time Permanent - Junior	-	
On employment		32,658
After 12 months or at 20 years	-	41,987
Adult		
Year 1	19	46,654
Year 2	20	47,049
Year 3	22	47,940
Year 4	23	49,039
Year 5	25	49,929
Part-time Permanent (up to 35.5 hpw)		1.7.16 Per hour 2.50% \$
Junior		
On employment		18.12
After 12 months or at 20 years		23.29
Adult		26.60
Full-time (38 hpw) Temporary - Unloaded Junior		
On employment		16.49
After 12 months or at 20 years		21.18
Adult		23.51
Full-time Temporary - Loaded Junior		
On employment		17.85
After 12 months or at 20 years		22.92
Adult		25.52

Part-time Temporary (up to 35.5 hpw) Unloaded Junior On employment After 12 months or at 20 years Adult		18.12 23.29 26.60
Loaded Junior On employment After 12 months or at 20 years Adult		19.64 25.24 28.80

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2009

Rank	Annualised Salary from the first full pay period on or after 1.7.2016 2.50% \$
General Manager	184,295
Superintendent	169,103
Manager Security	155,478
Deputy Superintendent	144,842

Crown Employees (General Staff - Salaries) Award 2007

General Staff - Salaries		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Artist's Model, TAFE (draped)	33	53,490
(undraped)	39	56,548
Assistant, Enrolled Nurses Training Program, TAFE (part-time)		
1st year	23	49,039
2nd year	25	49,929
3rd year	28	51,168
Assistant Food & Beverage Controller, Ryde TAFE		
1st year	42	58,108
2nd year	48	61,290
Assistant Operations Controller, Port Macquarie, Campbelltown, TAFE		
1st year	39	56,548
2nd year	42	58,108
Assistant Operations Manager, TAFE (Hamilton, Ryde, Werrington)		
1st year	59	67,951
2nd year	61	69,276
3rd year	64	71,438
4th year	67	73,635
Assistant Operations Manager, TAFE (East Sydney)		
1st year	56	66,009
2nd year	60	68,582
Catering Services Manager, Kurri Kurri, Ryde, TAFE		
1st year	70	75,766
2nd year	75	79,384
Catering Supervisor, Kurri Kurri, Ryde, TAFE		
1st year	52	63,649
2nd year	55	65,396
Class Preparation Assistant Tourism & Hospitality/Rural Studies; Floristry,		

Catering and Bakery, TAFE		
1st year	23	49,039
2nd year	25	49,929
3rd year	26	50,334
Class Preparation Assistant Hairdresser, TAFE		
1st year	17	45,800
2nd year	20	47,049
3rd year	22	47,940
Corrective Services NSW Canteen Worker	9	39,810
Duty Manager, Ryde, TAFE	57	66,591
Fitter-Operator, TAFE	51	63,008
Food and Beverage Controller, TAFE (Hamilton)	39	56,548
	42	58,108
Food School Assistant, TAFE		
Years 1 - 3	18	46,251
Year 4 - 6	19	46,654
Year 7	20	47,049
Foreman, TAFE		
Electrical Grade 2	64	71,438
Electrical Grade 3	68	74,174
Electrical Grade 5	77	80,945
Other than Electrical		
Grade 1	57	66,591
Grade 2	61	69,276
Grade 3	65	72,039
Grade 4	73	77,973
Grade 5	77	80,945
Assistant Mechanical Foreman, TAFE	61	69,276
General Assistant/Caretaker, TAFE	25	49,929
Guest Services Agent, Ryde, TAFE		
1st year	34	53,992
2nd year	36	54,983
House Officer, TAFE, Sydney		
1st year	44	59,120
2nd year	47	60,785
3rd year	49	61,921
House Officer, TAFE, Newcastle		
1st year	41	57,656
2nd year	42	58,108
3rd year	43	58,684
House Supervisor (Goulburn, Kurri Kurri), TAFE		
1st year	39	56,548
2nd year	41	57,656
Kitchen Assistant (part-time), TAFE	18	46,251
Laboratory Craftsman, TAFE		
Grade 1, 1st year	40	57,015
Grade 1, 2nd year	41	57,656
Grade 1, 3rd year	43	58,684
Grade 1, 4th year	44	59,120
Grade 2, 1st year	45	59,695
Grade 2, 2nd year	46	60,154
Grade 2, 3rd year	47	60,785
Senior Laboratory Craftsman	55	65,396
Operations Controller Campbelltown/Port Macquarie/Orange, TAFE		
1st year	52	63,649
2nd year	55	65,396
Operations Manager - Food School/ Horticulture/Technical Support/ Purchasing and Stores Controller -		

East Sydney, Ryde, TAFE		
1st year	75	79,384
2nd year	78	81,888
3rd year	82	85,098
4th year	85	87,591
Hamilton/Wollongong		
1st year	72	77,174
2nd year	75	79,384
3rd year	78	81,888
4th year	82	85,098
Operations Manager (Brookvale, Dubbo, Loftus, Werrington) TAFE		
1st year	66	72,890
2nd year	77	80,945
Operations Supervisor - Food School, Kingscliff, Wollongong, TAFE		
1st year	52	63,649
2nd year	55	65,396
Senior Housekeeper, Ryde, TAFE		
1st year	57	66,591
2nd year	63	70,751
Scientific Instrument Maker, TAFE	51	63,008
Steel Production Assistant (formerly Cold Saw Operator) TAFE	25	49,929
Steel Production Supervisor (formerly Charge Hand, Cold Saw (Operator), TAFE	40	57,015
Stores Attendant, Hairdressing, TAFE		
1st year	22	47,940
2nd year	23	49,039
3rd year	25	49,929
Technical Assistant (Art, Ceramics, TV Studio) TAFE		
Years 1 - 3	32	53,060
Years 4 - 6	34	53,992
Year 7	35	54,429
Technical Assistant (Design)		
1st year	35	54,429
2nd year	37	55,509
3rd year	39	56,548
Technical Assistant (Electrical Engineering/Applied Electricity), TAFE		
1st year	50	62,523
2nd year	52	63,649
3rd year	54	64,754
Technical Assistant (Mechanical Engineering/Civil Engineering Building)		
1st year	46	60,154
2nd year	47	60,785
Technical Assistant (Vehicle Building)		
1st year	46	60,154
2nd year	47	60,785
Technical Assistant (Refrigeration and Air Conditioning), TAFE	32	53,060
Technical Assistant (Rural Studies), TAFE		
1st year	34	53,992
2nd year	36	54,983
3rd year	39	56,548
4th year	41	57,656
5th year	44	59,120
6th year	47	60,785
7th year	50	62,523
8th year	53	64,193
9th year	56	66,009
10th year	59	67,951
11th year	61	69,276

Community Liaison Officer/Aboriginal Community Liaison Officer, Department of Education and Training (DET)	57	66,591
Farm Foreman, DET		
Grade A		
1st year	39	56,548
2nd year	41	57,656
3rd year	43	58,684
Grade B		
1st year	45	59,695
2nd year	47	60,785
3rd year	51	63,008
House Officer, DET		
1st year	34	53,992
2nd year	36	54,983
3rd year	39	56,548
Maintenance Officer, DET		
1st year	24	49,521
2nd - 7th year	25	49,929
8th year	26	50,334
Photographic Assistant, DET		
1st year	22	47,940
2nd year	23	49,039
3rd year	25	49,929
4th year	26	50,334
Matrons and Sub-Matrons, DET		
Matron		
1st year	45	59,695
Thereafter	46	60,154
Sub-Matron		
1st year	39	56,548
Thereafter	40	57,015
Storeman/Attendant, Hurlstone/Yanco Agricultural High School, DET		
1st year	17	45,800
2nd year	18	46,251
3rd year and 4th year	20	47,049
5th year	22	47,940
Technical Assistant (Art, Ceramics, TV Studio)		
Years 1 - 3	32	53,060
Years 4 - 6	34	53,992
Year 7	35	54,429
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)		
Junior - under 17 (50% of Grade 1, Yr 1)		23,125
Aged 17 (60% of Grade 1, Yr 1)		27,750
Aged 18 (70% of Grade 1, Yr 1)		32,375
Aged 19 (80% of Grade 1, Yr 1)		37,000
Aged 20 (90% of Grade 1, Yr 1)		41,626
Grade 1		
1st year	18	46,251
2nd year	22	47,940
3rd year	25	49,929
4th year	29	51,694
5th year	32	53,060
Grade 2		
1st year	34	53,992
2nd year	36	54,983
3rd year	37	55,509
4th year	39	56,548
Grade 3		

1st year	46	60,154
2nd year	52	63,649
Field Services Staff, DIPNR Field Supervisor		
1st year	48	61,290
2nd year	51	63,008
3rd year	53	64,193
4th year	55	65,396
5th year	58	67,248
Field Service Manager, Years 1-3 only Other locations (not specified)		
1st year	66	72,890
2nd year	67	73,635
3rd year	69	75,025
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	79,384
Regional Field Services Manager	83	85,928
Overseers, DIPNR		
Grade 1 (ex Dept of Water Resources only)	60	68,582
Grade II	61	69,276
Grade III	65	72,039
Grade IV	73	77,973
Grade V	77	80,945
Plant Managers, DIPNR		
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga	65	72,039
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)		
Year 1	69	75,025
Year 2	70	75,766
Assistant Education Officers, Powerhouse Museum	43	58,684
	47	60,785
House Officer, Powerhouse Museum	43	58,684
	44	59,120
Museum Officer, Powerhouse Museum	18	46,251
	19	46,654
	20	47,049
	21	47,497
	23	49,039
Photographer		
Grade 1 - Years 1-3 (various agencies)		
1st year	39	56,548
2nd year	41	57,656
3rd year	43	58,684
Grade 2*		
1st year	49	61,921
2nd year	51	63,008
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)		
Photographers Grade 3** Years 1-3		
1st year	63	70,751
2nd year	65	72,039
3rd year	69	75,025
**Grade 3 requirements in Sch A of award		

Photographic Assistant	22	47,940	
	23	49,039	
	25	49,929	
	26	50,334	
Preparator, Powerhouse Museum Grade I - Years 1-3	45	59,695	
	48	61,290	
	51	63,008	
	Grade II - Years 1-2	55	65,396
		59	67,951
Senior Preparator, Powerhouse Museum	63	70,751	
	65	72,039	
Stores Officer, Powerhouse Museum Grade 1	31	52,551	
	33	53,490	
	Grade 2	34	53,992
		35	54,429
	Grade 3	36	54,983
		37	55,509
	Grade 4	39	56,548
		41	57,656
	Transport Officer, Powerhouse Museum	47	60,785
49		61,921	
Field Assistant, Dept of Mineral Resources Year 1	26	50,334	
	Year 2	28	51,168
		31	52,551
	Year 4	32	53,060
		34	53,992
	Regional Mining Officer, Dept of Mineral Resources	58	67,248
61		69,276	
64		71,438	
67		73,635	
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources		75	79,384
	79	82,542	
	82	85,098	
	85	87,591	
	Craftsman/Framer, Art Gallery	32	53,060
Gallery Services Officer, Art Gallery	18	46,251	
	20	47,049	
Supervisor, Gallery Services Officers, Art Gallery	23	49,039	
Senior Gallery Services Officer	43	58,684	
	45	59,695	
	47	60,785	
	49	61,921	
Installation Officer, Art Gallery	26	50,334	
	29	51,694	
	32	53,060	
Senior Installation Officer, Art Gallery	32	53,060	
	35	54,429	
Display Technician, Art Gallery Grade 1	45	59,695	
	48	61,290	
	51	63,008	
	Grade 2	55	65,396
		59	67,951
Senior Display Technician	63	70,751	
	65	72,039	

Bar Manager, Police Academy	34	53,992
Building Manager, NSW Police	60	68,582
	61	69,276
	63	70,751
Driving Instructor, NSW Police College	68	74,174
	69	75,025
	72	77,174
General Assistant, NSW Police College	19	46,654
	20	47,049
	22	47,940
	23	49,039
	25	49,929
Groom, Mounted Police	16	44,675
	18	46,251
Maintenance Attendant, Goulburn Police College	22	47,940
Senior Basement Attendant, Police Headquarters	29	51,694
	31	52,551
	32	53,060
	34	53,992
Storeman/Attendant, Police Headquarters	17	45,800
Uniform Fitter and Advisory Officer, NSW Police	37	55,509
Police Armourer		
Year 1	51	63,008
Year 2	55	65,396
Year 3	58	67,248
Year 4	59	67,951
General Assistant, State Library	23	49,039
Photographic Operator, State Library	23	49,039
	26	50,334
Museum Assistant, Historic Houses Trust		
Grade 1 Years 1 to 4	20	47,049
	21	47,497
	25	49,929
	27	50,739
	30	52,136
Grade 2, Years 1 to 5	31	52,551
	34	53,992
	35	54,429
	36	54,983
	28	51,168
	30	52,136
Museum Guide, Historic Houses Trust	32	53,060
	34	53,992
	36	54,983
	39	56,548
	48	61,290
Chief Guide, Historic Houses Trust	51	63,008
	30	52,136
Entrance Attendant, Royal Botanic Gardens		
Herbarium Assistants, Royal Botanic Gardens	18	46,251
	22	47,940
	25	49,929
	29	51,694
	32	53,060
	34	53,992
	36	54,983
	37	55,509
Grade 2	39	56,548

Centre Supervisor, State Sports Centre	37 (+10% all purpose allow.)	55,509
Centre Supervisor, State Sports Centre	40	57,015
Events Technical Officer, State Sports Centre	58	67,248
Maintenance Officer, State Sports Centre	55	65,396
Facilities Manager, State Sports Centre	111	113,324
Assistant Facilities Manager, State Sports Centre	67	73,635
General Assistant, WorkCover	19 20 22 23 25	46,654 47,049 47,940 49,039 49,929
Day Attendant, Australian Museum	18 19 20 21 23	46,251 46,654 47,049 47,497 49,039
Preparator Australian Museum Assistant Preparator (55)	29 34 39 43	51,694 53,992 56,548 58,684
Cadet Preparator (56)	21 25	47,497 49,929
Chief Preparator	82 84	85,098 86,684
Preparator (57) Grade I	46 49 52	60,154 61,921 63,649
Grade II	56 60	66,009 68,582
Senior Preparator	63 65	70,751 72,039
Cleaner/Messenger/Courtkeeper - Sheriff's Office, Attorney-General's Dept	30	52,136
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	27	50,739
Courtkeeper/Cleaner and Messenger Bathurst, Attorney-General's Dept	25	49,929
Courtkeeper/Cleaner and Messenger	25	49,929
Queanbeyan, (Local Court), Attorney-General's Dept Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17 18 20 22	45,800 46,251 47,049 47,940
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	49,039
Property Inspector, Public Trust Office	64 67 69 73	71,438 73,635 75,025 77,973

Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007

Historic Houses Trust - Gardens - Horticulture and Trades Staff	
Classification and Grades	1.7.16 Per annum 2.50% \$
Horticultural/Trades Officer	
Level One	44,165
Level Two Year 1	49,039
Level Two Year thereafter	50,334
Level Three Year 1	52,136
Level Three Year thereafter	53,992
Level Four Year 1	55,970
Level Four Year thereafter	57,656
Level Five Year 1	59,695
Level Five Year thereafter	61,290
Level Six Year 1	63,008
Level Six Year thereafter	64,754
Level Seven Year 1	66,591
Level Seven Year thereafter	68,582
Level Eight Year 1	70,751
Level Eight Year thereafter	73,635
Level Nine Year 1	76,522
Level Nine Year thereafter	79,384
Level Ten Year 1	81,888
Level Ten Year thereafter	84,188
Level Eleven Year 1	91,123
Level Eleven Year thereafter	96,784

Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2012

Home Care Service of New South Wales Administrative Staff		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Home Care Gradings and Pay Scales -		
Grade 1 -		
Step 1	29	51,694
Step 2	33	53,490
Grade 2 -		
Step 1	35	54,429
Step 2	38	55,970
Grade 3 -		
Step 1	40	57,015
Step 2	43	58,684
Grade 4 -		
Step 1	45	59,695
Step 2	49	61,921
Grade 5 -		
Step 1	52	63,649
Step 2	56	66,009
Grade 6 -		
Step 1	58	67,248
Step 2	62	69,929
Grade 7 -		
Step 1	64	71,438

Step 2	68	74,174
Grade 8 - Step 1	70	75,766
Step 2	74	78,592
Grade 9 - Step 1	76	80,259
Step 2	79	82,542
Grade 10 - Step 1	81	84,188
Step 2	84	86,684
Grade 11 - Step 1	86	88,376
Step 2	89	91,123
Grade 12 - Step 1	90	92,026
Step 2	94	95,776
Grade 13 - Step 1	96	97,798
Step 2	100	101,851
Grade 14 - Step 1	102	103,822
Step 2	105	106,805
Grade 15 - Step 1	107	108,965
Step 2	110	112,227
Grade 16 - Step 1	112	114,430
Step 2	115	117,786
Grade 17 - Step 1	117	120,124
Step 2	120	123,985
Grade 18 - Step 1	121	125,052
Step 2	124	128,917
Grade 19 - Step 1	126	131,751
Step 2	130	137,557

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Table 1 - Rates of Pay

Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50%
Interpreting/Translating Officer		
Year 1	49	61,921
Year 2	56	66,009
Year 3	63	70,751
Interpreter/Translator		
Year 1	56	66,009
Year 2	63	70,751
Year 3	70	75,766
Year 4	76	80,259
Year 5	81	84,188

Senior Interpreter/Translator		
Year 1	84	86,684
Year 2	87	89,326
Year 3	91	92,912

Table 2 - Casual Rates of Pay

Casual Interpreter	1.7.16
Year 1	
Base Hourly Rate (Unloaded)	36.13
Hourly Rate (Base + 20% + 34.5%)	55.83
Base Overtime Rate (Base + 34.5%)	48.61
Year 2	
Base Hourly Rate (Unloaded)	38.75
Hourly Rate (Base + 20% + 34.5%)	59.86
Base Overtime Rate (Base + 34.5%)	52.12
Year 3	
Base Hourly Rate (Unloaded)	41.49
Hourly Rate (Base + 20% + 34.5%)	64.07
Base Overtime Rate (Base + 34.5%)	55.80
Year 4	
Base Hourly Rate (Unloaded)	43.95
Hourly Rate (Base + 20% + 34.5%)	67.90
Base Overtime Rate (Base + 34.5%)	59.11
Year 5	
Base Hourly Rate (Unloaded)	46.08
Hourly Rate (Base + 20% + 34.5%)	71.20
Base Overtime Rate (Base + 34.5%)	61.98
Casual Translator	
Year 1	
Standard Document Translation	27.91
Non Standard Document Translation	
First 200 words or part thereof	55.83
Then 100 words thereafter or part thereof	27.91
Editing	
First 200 words or part thereof	41.88
Then 100 words thereafter or part thereof	20.94
Proof Reading	
First 200 words or part thereof	27.91
Then 100 words thereafter or part thereof	13.95
Checking	
First 200 words or part thereof	41.88
Then 100 words thereafter or part thereof	20.94
Year 2	
Standard Document Translation	29.93
Non Standard Document Translation	
First 200 words or part thereof	59.86
Then 100 words thereafter or part thereof	29.93
Editing	
First 200 words or part thereof	44.91
Then 100 words thereafter or part thereof	22.44
Proof Reading	
First 200 words or part thereof	29.93
Then 100 words thereafter or part thereof	14.96
Checking	
First 200 words or part thereof	44.91
Then 100 words thereafter or part thereof	22.44

Year 3	
Standard Document Translation	32.05
Non Standard Document Translation	
First 200 words or part thereof	64.07
Then 100 words thereafter or part thereof	32.05
Editing	
First 200 words or part thereof	46.89
Then 100 words thereafter or part thereof	24.04
Proof Reading	
First 200 words or part thereof	32.05
Then 100 words thereafter or part thereof	16.03
Checking	
First 200 words or part thereof	48.06
Then 100 words thereafter or part thereof	24.04
Year 4	
Standard Document Translation	33.96
Non Standard Document Translation	
First 200 words or part thereof	67.90
Then 100 words thereafter or part thereof	33.96
Editing	
First 200 words or part thereof	50.92
Then 100 words thereafter or part thereof	25.47
Proof Reading	
First 200 words or part thereof	33.96
Then 100 words thereafter or part thereof	16.97
Checking	
First 200 words or part thereof	50.92
Then 100 words thereafter or part thereof	25.47
Year 5	
Standard Document Translation	35.64
Non Standard Document Translation	
First 200 words or part thereof	71.19
Then 100 words thereafter or part thereof	35.64
Editing	
First 200 words or part thereof	53.42
Then 100 words thereafter or part thereof	26.70
Proof Reading	
First 200 words or part thereof	35.64
Then 100 words thereafter or part thereof	17.81
Checking	
First 200 words or part thereof	53.42
Then 100 words thereafter or part thereof	26.70

Crown Employees (Jenolan Caves Reserve Trust Division) Salaries Award

Jenolan Caves Reserve Trust Officers	
Classification and Grades	1.7.16 Per annum 2.50% \$
Administration Officer	56,321
Administration Officer (Special)	58,370
Business Development Manager	105,731
Caretaker Jenolan Cottages	54,188
Manager Caving Operations	85,098
Director	153,915
Guide - Grade 1	54,188
Guide - Grade 2	56,321

Maintenance Officer	51,099
Karst Resources Officer	81,305
Senior Finance Officer	90,211
Guide - Grade 3	60,517
System Administrator/Finance Officer	81,305
Team Leader - Electrical	70,449
Team Leader - Maintenance	70,449
Trades Officer	58,370
Trades Officer - Electrical (W/ends)	66,458
Visitor Services Officer (Tickers - PT)*	54,188
*Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate	

Crown Employees - Legal Officers (Crown Solicitors Office, Office of Legal Aid Commission, Office of Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2012

Legal Officers Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	63,008
2nd year of service	55	65,396
3rd year of service	58	67,248
4th year of service	61	69,276
5th year of service	65	72,039
Grade II		
1st year of service	73	77,973
2nd year of service	78	81,888
3rd year of service	84	86,684
4th year of service	89	91,123
5th year of service	93	94,757
Grade III		
1st year of service	98	99,862
2nd year of service	101	102,838
3rd year of service	105	106,805
Grade IV		
1st year of service	112	114,430
2nd year of service	114	116,632
Grade V		
1st year of service	119	122,648
2nd year of service	121	125,052
Grade VI		
1st year of service	126	131,751
2nd year of service	128	134,528

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Classification and Grades	Salary Point	1.7.16 Per annum 2.50% \$
Librarians and Archivists		
Grade 1		
Year 1	46	60,154
Year 2	52	63,649

Year 3	58	67,248
Year 4	64	71,438
Year 5	69	75,025
Year 6	74	78,592
Grade 2		
Year 1	78	81,888
Year 2	82	85,098
Year 3	87	89,326
Year 4	91	92,912
Grade 3		
Year 1	96	97,798
Year 2	99	100,820
Year 3	103	104,779
Year 4	107	108,965
Grade 4		
Year 1	110	112,227
Year 2	113	115,531
Year 3	116	118,943
Year 4	119	122,648
Grade 5		
Year 1	122	126,110
Year 2	125	130,337
Year 3	128	134,528
Year 4	-	139,093
Library Assistant		
Year 1	20	47,049
Year 2	25	49,929
Year 3	32	53,060
Year 4	40	57,015
Year 5	44	59,120
Library Technician		
Grade 1		
Year 1	46	60,154
Year 2	52	63,649
Year 3	58	67,248
Year 4	64	71,438
Grade 2		
Year 1	75	79,384
Year 2	78	81,888
Year 3	82	85,098
Year 4	87	89,326

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Classification	Grade	Year	1.7.16 Per annum 2.50% \$
LHI Officer	1	1	51,083
		2	53,360
		3	54,681
LHI Officer	2	1	56,137
		2	56,694
		3	59,148
LHI Officer	3	1	60,140
		2	61,831
		3	63,878

LHI Officer	4	1 2 3	65,734 68,855 71,491
LHI Officer	5	1 2 3	73,011 75,098 79,455
LHI Officer	5A	1 2 3 4 5 6	79,456 81,785 91,734 95,444 98,393 101,656
LHI Officer	6	1 2 3	81,785 91,734 95,444
LHI Officer	7	1 2 3	98,393 101,656 108,155
LHI Officer	8	1 2 3	111,292 116,676 121,509
LHI Senior Officer	1	1 2	134,323 140,128

**Crown Employees (New South Wales Department of Family and Community Services) Residential
Centre Support Services Staff Award 2015**

Classification and Grades	1.7.16 Per annum 2.50% \$
Schedule A	
Transport Driver	
Up to 2,950 kilograms	49,272
Over 2,950 kilos and up to 4,650 kilos*	49,674
Over 4,650 kilos and up to 7,700 kilos*	50,096
Over 7,700 kilos and up to 10,800 kilos*	50,607
Over 10,800 kilos and up to 12,350 kilos*	51,044
Over 12,350 kilos and up to 15,5000 kilos*	51,448
Over 15,500 kilos and up to 21,000 kilos*	51,952
Over 21,000 kilos and up to 22,450 kilos*	52,379
*Manufacturer's Gross Vehicle Mass	
Extra Hand	49,272
Services Support Officer -	
Grade 1	45,275
Grade 2	46,494
Grade 3	48,010
Apprentice Cook -	
1st six months (50%)	24,638
2nd six months (70%)	34,492
3rd six months (80%)	39,418
4th six months (85%)	41,883
5th six months (90%)	44,345
6th six months (95%)	46,809
Hunter Residences -	
Head Chef	66,527
Chef	58,896

Metro Residences - Head Chef	53,678
Deputy Head Chef	51,448
Chef	50,607
Other Residences - Head Chef	51,448
Deputy Head Chef	50,607
Chef	49,272
Outdoor Attendant Sewerage Works - Peat Island	51,448
Gardener (Tradesperson)	54,342
Gardener (non-Tradesperson)	51,044
Instructor Woodwork - Without Qualifications - 1st Year	58,894
Without Qualifications - 2nd Year	60,012
With Qualifications - 1st Year	60,623
With Qualifications - 2nd Year	60,146
With Qualifications - Thereafter	61,689
Technical Instructor Without Qualifications - 1st Year	55,361
2nd Year	55,811
Thereafter	56,444
Technical Instructor With Qualifications - 1st Year	57,452
2nd Year	57,878
Thereafter	58,894
Therapy Aide - 1st Year	48,880
2nd Year	50,100
Thereafter	51,445
Supervisor - Linen Distribution - Rydalmere	51,943
Marsden, Grosvenor	49,628

Schedule B - Special Allowances	
(i) Services Support Officers Grade 2 additional duties allowance (per week)	15.59
(ii) Sewerage works and grease traps allowance \$3.40 Per week (the allowance is not automatically adjusted in the future)	
(iii) Sewerage chokages allowance (per day)	9.35
(iv) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance (per hour)	0.50
(v) Staff members required to handle linen of a nauseous nature (other than in sealed bags) (per shift)	4.43
(vi) Leading Hand Allowance (Per Week)	
In charge of 2 to 5 other officers	32.15
In charge of 6 to 10 other officers	45.84
In charge of 11 to 15 other officers	58.36
In charge of 16 to 19 other officers	71.47
(vii) A Boiler Attendant required to attend more than one high pressure boiler (per annum)	846.71
(viii) Uniform Allowance - If the uniform of a staff member is not laundered at the expense of the Department - \$5.35 per week	

Schedule C - Allowances	
(i) Cold Places - Where temperature is reduced by artificial means to below 0 degrees Celsius (per hour)	0.79
(ii) Confined Spaces (per hour)	0.97
(iii) Dirty Work (per hour)	0.79
(iv) Height Money (per hour) Staff members working at a height of 7.5 metres from the ground,	

deck, floor or water	0.79
And for every additional 3 metres	0.24
(v) Hot Places (per hour) 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	0.79
the temperature exceeds 54 degrees Celsius	0.97
(vi)(a) Insulation Material (per hour) Staff members working in any room or similar area or in any confined (unventilated) space: Where pumice or other unrecognised insulating material is being used in insulating work	0.64
Where the insulating material is silicate	0.97
(b) Asbestos (per hour) A staff member required to work with any materials containing asbestos and where safeguards include the mandatory wearing of protective equipment	0.79
(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 (per hour)	0.79
(2) Where a staff member is required to work in the rain (per hour)	0.79
(b) A staff member is called upon to work knee-deep in mud or water (per day)	6.13
(viii) Acid Furnaces, Stills, etc. (per hour)- A staff member engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work	3.98
(ix) Depth Money (per hour) - A staff member engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth	0.79
(x) Swinging Scaffolds -	
(a) A staff member working in a bosun's chair or on a swinging scaffold shall be paid: For the first four hours whilst so engaged (per hour)	5.69
After four hours (per hour)	1.14
(xi) Spray Application - carried out in other than a properly constructed booth	0.79
(xi) Spray Application - carried out in other than a properly constructed booth	0.79
(xii) Roof Work (per hour)	0.97
(xiii) Explosive Powered Tools Staff members required to use explosive powered tools shall be paid (per hour) With a minimum payment per day	0.04 1.81
(xiv) Toxic and Obnoxious Substances (per hour)	
(a) A staff member engaged in either the preparation and/or the application of toxic or epoxy based materials	0.97
(b) In addition, staff members applying such material in buildings where the air-conditioning plant is not operating.	0.66
(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	0.79

Schedule D - Existing staff as at 19/4/99	
Outdoor Attendant (Other) 11th year and thereafter Current incumbents only (per annum)	48,882

Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award

After Hour Service	1.7.16 Per annum 2.50% \$
Monday 5.00 pm to Saturday 9.00 am	99.35
Saturday 9.00 am to Sunday 9.00 am	149.02
Sunday 9.00 am to Monday 9.00 am	149.02
Public Holiday	149.02
Other Rates and Allowances Disturbance Rate	29.77

Crown Employees (NSW Department of Finance and Services, Government Chief Information Office) Award 2012

Classifications and grades	Common Salary Point	1.7.16 Per annum 2.50% \$
General scale		
year 1	7	35,134
year 2	11	42,495
year 3	17	45,800
year 4	20	47,049
year 5	23	49,039
year 6	25	49,929
year 7	28	51,168
year 8	32	53,060
year 9	36	54,983
year 10	40	57,015
Grade 1-2		
year 1	46	60,154
year 2	49	61,921
year 3	52	63,649
year 4	55	65,396
Grade 3-4		
year 1	58	67,248
year 2	61	69,276
year 3	64	71,438
year 4	67	73,635
Grade 5-6		
year 1	75	79,384
year 2	78	81,888
year 3	82	85,098
year 4	85	87,591
Grade 7-8		
year 1	88	90,215
year 2	91	92,912
year 3	95	96,784
year 4	98	99,862

Grade 9-10		
year 1	101	102,838
year 2	104	105,730
year 3	108	110,046
year 4	111	113,324
Grade 11		
year 1	116	118,943
year 2	120	123,985
Grade 12		
year 1	126	131,751
year 2	130	137,557
Senior officer grade 1		
year 1	-	153,915
year 2	-	165,847
Senior officer grade 2		
year 1	-	168,653
year 2	-	180,545
Senior officer grade 3		
year 1	-	186,586
year 2	-	204,818

Crown Employees (NSW Department of Finance and Services - Graphic Service Operators) Award

Classification	Common Salary Point	1.7.16 Per annum 2.50% \$
Graphic Service Operator Class 2		
Commencing Salary	46	60,154
After completion of stage 1 training	49	61,921
After completion of stage 2 training	52	63,649
After completion of stage 3 training	55	65,396
Graphic Service Operator Class 1		
Commencing Salary	58	67,248
After completion of stage 1 training	61	69,276
After completion of stage 2 training	64	71,438
After completion of stage 3 training	67	73,635
After completion of stage 4 training	75	79,384
After completion of stage 5 training	78	81,888
Graphic Services Operator - Shift Supervisor		
Commencement salary	88	90,215
Year 2	91	92,912
Year 3	95	96,784
Year 4	98	99,862

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Casino Inspectors Transferred from Department of Gaming and Racing Award

Casino Inspectors		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Preliminary Training Rates - Inspectors		
Inspector - 1st Year of Service	64	71,438
Inspector - 2nd Year of Service	67	73,635
Inspector - 3rd Year of Service	75	79,384
Thereafter	78	81,888

Salary Rates - Inspectors		
Inspector - 1st Year of Service		92,872
Inspector - 2nd Year of Service		95,723
Inspector - 3rd Year of Service		103,200
Thereafter		106,455
Preliminary Training Rates - Supervising Inspectors		
Supervising Inspector - 1st year of Service	88	90,215
Supervising Inspector - 2nd year of Service	91	92,912
Supervising Inspector - 3rd year of Service	95	96,784
Thereafter	98	99,862
Salary Rates - Supervising Inspector		
Supervising Inspector - 1st year of Service	-	117,280
Supervising Inspector - 2nd year of Service	-	120,786
Supervising Inspector - 3rd year of Service	-	125,821
Thereafter	-	129,820

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Domestic Services Officers		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Domestic Services Officers (A) Full Time (Old Classifications)		
Level 1 Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person, Boiler Attendant, Fourth cook, General Services Officer Grade 1	17	45,800
Level 2 Cook 1, 2 and 3, Butcher, Kitchen Supervisor, General Services Officer Grade 2, General Services Officer Grade 3, Security Officer Grade 1	23	49,039
Level 3 Security Officer Grade 2, Assistant House Supervisor Supervisor, Security Officer Grade 3	31	52,551
Level 4 House Supervisor	44	59,120
Level 5 Manager Catering and Accommodation	70	75,766
Apprentice Cook (Per week)		
1st Year	-	485.91
2nd Year	-	641.40
3rd Year	-	793.33
4th Year	-	928.55
Other Rates and Allowances		
Qualification Commercial Cookery Trade Course Stage I (per annum)		852.69
Qualification Commercial Cookery Trade Course Stage II and III (per annum)		1,711
Broken Shift (per day)	-	14.40

**Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services)
Exhibition Project Managers and Officers Australian Museum Award**

Exhibition Project Managers and Project Officers Australian Museum		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Exhibition Project Officer		
Skill Level 1	46	60,154
Skill Level 2	52	63,649
Skill Level 3	58	67,248
Skill Level 4	64	71,438
Skill Level 5	67	73,635
Skill Level 6	78	81,888
Skill Level 7	83	85,928
Skill Level 8	88	90,215
Exhibition Project Manager		
Year 1	95	96,784
Year 2	98	99,862
Year 3	102	103,822

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Fisheries Staff		
Administrative and Clerical Officers	Common Salary Point	1.7.16 Per annum 2.50% \$
General Scale		
Year 1	9	39,810
Year 2	17	45,800
Year 3	25	49,929
Year 4	32	53,060
Year 5	40	57,015
Clerical Officers - Grade 1/2		
Year 1	9	39,810
Year 2	17	45,800
Year 3	25	49,929
Year 4	32	53,060
Year 5	40	57,015
Fisheries Officers - Grade 1		
Year 1	52	63,649
Grade 2		
Year 1	58	67,248
Year 2	64	71,438
Grade 3		
Year 1	64	71,438
Year 2	67	73,635
District Fisheries Officer		
Year 1	78	81,888
Year 2	85	87,591
Supervising Fisheries Officer		
Year 1	101	102,838
Year 2	104	105,730

Clause 4 (i)(a) Fisheries Officers receive a salary loading of 13.7%		
Fisheries Scientific Technicians		
Grade 1		
Year 1	-	43,966
Year 2	-	46,921
Year 3	-	49,929
Year 4	-	52,845
Year 5	-	55,805
Year 6	-	58,759
Grade 2		
Year 1	-	61,124
Year 2	-	64,337
Year 3	-	67,557
Grade 3		
Year 1	-	70,772
Year 2	-	74,417
Year 3	-	80,255
Grade 4		
Year 1	-	81,709
Year 2	-	84,176
Year 3	-	86,684
Grade 5		
Year 1	-	89,862
Year 2	-	93,080
Year 3	-	96,784
Fisheries Maintenance Technician		
Grade 1		
Year 1	-	43,966
Year 2	-	46,920
Year 3	-	49,929
Year 4	-	52,845
Year 5	-	55,805
Year 6	-	58,759
Grade 2		
Year 1	-	61,124
Year 2	-	64,337
Year 3	-	67,557
Grade 3		
Year 1	-	70,772
Year 2	-	74,417
Year 3	-	80,255
Grade 4		
Year 1	-	81,709
Year 2	-	84,176
Year 3	-	86,684
Grade 5		
Year 1	-	89,862
Year 2	-	93,080
Year 3	-	96,784
Fish Hatchery Staff		
Assistant Manager		
Year 1	-	61,124
Year 2	-	64,337
Year 3	-	67,559
Manager		
Year 1	-	70,772
Year 2	-	74,417
Year 3	-	80,259

Clause 4 (i)(c) Fish Hatchery Staff receive a salary loading of 11.05%		
Senior Manager	-	
Year 1	-	142,928
Year 2	-	156,733
Other Rates and Allowances		
Brief Description		
Regional Dive Coordinator		2,039
Regional Dive Officer		1,430

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Geoscientists		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Geoscientists		
Grade I		
1st year of service	47	60,785
2nd year of service	51	63,008
3rd year of service	57	66,591
4th year of service	64	71,438
5th year of service	71	76,522
6th year of service and thereafter	77	80,945
Grade II		
1st year of service	82	85,098
2nd year of service	85	87,591
3rd year of service	89	91,123
4th year of service and thereafter	94	95,776
Senior		
1st year of service	97	98,782
2nd year of service	99	100,820
3rd year of service	102	103,822
4th year of service and thereafter	105	106,805
Principal		
1st year of service	111	113,324
2nd year of service and thereafter	114	116,632
Assistant Director, Geological Survey		
1st year of service	119	122,648
2nd year of service	124	128,917
3rd year of service and thereafter	128	134,528

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Land Information Officers		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Land Information Officer Level 1		
Year 1	20	47,049
Year 2	27	50,739
Year 3	36	54,983
Year 4	46	60,154
Land Information Officer Level 2		
Year 1	52	63,649
Year 2	57	66,591

Year 3	62	69,929
Land Information Officer Level 3		
Year 1	67	73,635
Year 2	71	76,522
Year 3	75	79,384
Year 4	78	81,888
Land Information Officer Level 4		
Year 1	82	85,098
Year 2	85	87,591
Year 3	88	90,215
Land Information Officer Level 5		
Year 1	91	92,912
Year 2	94	95,776
Year 3	98	99,862
Land Information Officer Level 6		
Year 1	101	102,838
Year 2	105	106,805
Year 3	108	110,046
Year 4	111	113,324
Land Information Officer Level 7		
Year 1	116	118,943
Year 2	120	123,985
Year 3	126	131,751
Year 4	130	137,557

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

	1.7.16 Per annum 2.50% \$
Staff Administered by Local Office Coordinator	
Full Allowance -	
Up to three staff	2,367
Up to six staff	3,547
Up to ten staff	4,732
More than ten staff	7,099
Partial Allowance -	
Up to three staff	1,182
Up to six staff	1,773
Up to ten staff	2,367
More than ten staff	3,549

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Classification and Grades	Classification and Grade	Common Salary Point	1.7.16 Per annum 2.50% \$
Inspector Grade 1			
Mine Safety Officer	Level 1	50	62,523
Inspector (Information and Analysis)	Level 2	57	66,591
Inspector (Mining)	Level 3	63	70,751
Inspector (Environment)	Level 4	69	75,025
	Level 5	75	79,384
	Level 6	80	83,439

	Level 7	92	93,772
	Level 8	102	103,822
	Level 9	112	114,430
Inspector Grade 2 - Inspector (Review, Enforcement and Systems) Inspector (Environment) Inspector (Mining) Mine Safety Officer	Level 1 Level 2 Level 3 Level 4 Level 5 Level 6	- - - - - -	130,282 134,660 138,943 142,438 147,178 150,798
Inspector Grade 3 - Inspector (Management and/or Systems) Inspector (Mining) Inspector (Environment)	Level 1 Level 2 Level 3 Level 4 Level 5		166,228 172,386 179,113 185,747 192,383
Inspector Grade 4- Regional Manager Grade 4 Assistant Director Deputy Chief Inspector Grade 4	Level 1 Level 2		194,988 202,214

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Operational Staff			
Classification and Grades	Common Salary Point	1.716 Per annum 2.50% \$	
Junior			
Under 17	-		33,980
at 17 years	-		41,260
Grade 1			
Step 1	-		48,539
Step 2	26		50,334
Step 3	29		51,694
Step 4	33		53,490
Grade 2			
Step 1	36		54,983
Step 2	39		56,548
Step 3	43		58,684
Step 4	46		60,154
Grade 3			
Step 1	46		60,154
Step 2	50		62,523
Step 3	53		64,193
Grade 4			
Step 1	56		66,009
Step 2	60		68,582
Step 3	63		70,751
Grade 5			
Step 1	63		70,751
Step 2	66		72,890
Step 3	70		75,766
Grade 6			
Step 1	73		77,973
Step 2	76		80,259
Step 3	80		83,439

Apprentices Full-time (Weekly Rate)		
Year 1	-	486.00
Year 2	-	641.50
Year 3	-	817.20
Year 4	-	928.60
Chokage, etc.(per day), allowance per day or part thereof	-	9.08
Maintenance Operator - Licence and Registration Allowances (Per annum)		
Electricians Licence A Grade	-	2,528
B Grade	-	1,359
Registration Allowance	-	1,902
(a) Plumber's Licence	-	2,499
(b) Gasfitter's Licence	-	2,499
(c) Drainer's Licence	-	2,156
(d) Plumber's/Gasfitter's Licence	-	3,334
(e) Gasfitter's/Drainer's Licence	-	3,334
(f) Plumber's/Drainer's Licence	-	3,334
(g) Plumber's/Gasfitter's/Drainer's Licence	-	4,602
Leading Hand Allowance	-	2,204
Broken Shift (per day)	-	14.03
Occupational First Aid Per week)	-	24.94
First Aid Allowance (per week)	-	16.74
Refrigeration Allowance (per annum)	-	667.25

**Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services)
Museum of Applied Arts and Sciences - Casual Guide Lecturers Award**

Casual Guide Lecturers - Museum of Applied Arts and Sciences	
Classification	1.7.16 Per hour 2.0% \$
Casual Guide Lecturer	44.52

**Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers
Award**

Professional Officers		
Classification and Grades	Salary Class	1.7.16 Per annum 2.50% \$
Grade 1		
Year 1	46	60,154
Year 2	50	62,523
Year 3	56	66,009
Year 4	64	71,438
Year 5	70	75,766
Year 6	76	80,259
Grade 2		
Year 1	81	84,188
Year 2	84	86,684
Year 3	87	89,326
Year 4	91	92,912
Grade 3		
Year 1	95	96,784
Year 2	98	99,862
Year 3	100	101,851
Year 4	103	104,779

Grade 4		
Year 1	107	108,965
Year 2	110	112,227
Year 3	113	115,531
Grade 5		
Year 1	116	118,943
Year 2	118	121,318
Grade 6		
Year 1	121	125,052
Year 2	124	128,917
Grade 7		
Year 1	127	133,133
Year 2	130	137,557
Grade 8		
Year 1	132	144,276
Year 2	133	151,546
Grade 9		
Year 1	134	159,215
Year 2	135	167,273
OIC Veterinary Laboratory Allowance		7,099

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade 1, Year 1	29	51,694
Grade 1, Year 2	33	53,490
Grade 1, Year 3	37	55,509
Grade 2, Year 1	42	58,108
Grade 2, Year 2	50	62,523
Grade 2, Year 3	56	66,009
Grade 3, Year 1	62	69,929
Grade 3, Year 2	70	75,766
Grade 3, Year 3	74	78,592
Grade 4, Year 1	78	81,888
Grade 4, Year 2	81	84,188
Grade 5, Year 1	85	87,591
Grade 5, Year 2	88	90,215
Grade 6, Year 1	95	96,784
Grade 6, Year 2	98	99,862
Grade 7, Year 1	100	101,851
Grade 7, Year 2	103	104,779
Grade 8, Year 1	107	108,965
Grade 8, Year 2	110	112,227
Grade 8, Year 3	113	115,531
Allowances		
One person crossing relief allowance	-	5,542
One person crossing telephone allowance	-	2,739

**Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services)
State Library Security Staff Award**

Security Staff - State Library	
Classification	1.7.16 Per annum 2.50% \$
1st year of service	62,987
2nd year of service	65,232
3rd year of service	67,082
4th year of service	69,101

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Technical Staff		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Technical Assistant - Junior		
Under 17	n/a	25,168
Age 17	n/a	30,200
Age 18	n/a	35,234
Age 19	n/a	40,270
Age 20	n/a	45,302
Grade 1		
1st Year	26	50,334
2nd Year	29	51,694
3rd Year and thereafter	33	53,490
Grade 2		
1st Year	36	54,983
2nd Year and thereafter	39	56,548
Grade 3		
1st Year	43	58,684
2nd Year and thereafter	46	60,154
Technical Officer -		
Grade 1		
1st Year	46	60,154
2nd Year	50	62,523
3rd Year	53	64,193
4th Year and thereafter	56	66,009
Grade 2		
1st Year	64	71,438
2nd Year	67	73,635
3rd Year	70	75,766
4th Year and thereafter	76	80,259
Grade 3		
1st Year	81	84,188
2nd Year	84	86,684
3rd Year	87	89,326
4th Year and thereafter	91	92,912
Grade 4		
1st Year	95	96,784
2nd Year	98	99,862
3rd Year	100	101,851

4th Year and thereafter	103	104,779
Grade 5		
1st Year	107	108,965
2nd Year	110	112,227
3rd Year and thereafter	113	115,531
Technical Co-ordinator Allowance	-	2,702

Crown Employees (NSW Police Administrative Officers and Temporary Employees) Award 2009

Administrative Officer and Temporary Employee Classifications	
Classification and Grades	1.7.16 Per annum 2.50% \$
Armourer, Police	
1st year of service	70,751
2nd year of service	72,039
3rd year of service	73,635
4th year of service and thereafter	75,025
Senior Armourer, Police	
1st year of service	78,592
2nd year of service	80,259
3rd year of service and thereafter	82,542
Administrative and Clerical Clerks General Scale	
Clerks General Scale step 1	29,127
Clerks General Scale step 2	33,054
Clerks General Scale step 3	35,134
- 1st year of service or 18 years	
Clerks General Scale step 4	39,810
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	42,495
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	
Clerks General Scale step 6	45,800
Minimum for employee 21 years of age	
Clerks General Scale step 7	47,049
Clerks General Scale step 8	49,039
Clerks General Scale step 9	49,929
Clerks General Scale step 10	51,168
Clerks General Scale step 11	53,060
Clerks General Scale step 12	54,983
Clerks General Scale step 13	57,015
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	59,453
Grade 1	
1st year of service	60,154
Thereafter	61,921
Grade 2	
1st year of service	63,649
Thereafter	65,396

Grade 3 1st year of service Thereafter	67,248 69,276
Grade 4 1st year of service Thereafter	71,438 73,635
Grade 5 1st year of service Thereafter	79,384 81,888
Grade 6 1st year of service Thereafter	85,098 87,591
Grade 7 1st year of service Thereafter	90,215 92,912
Grade 8 1st year of service Thereafter	96,784 99,862
Grade 9 1st year of service Thereafter	102,838 105,730
Grade 10 1st year of service Thereafter	110,046 113,324
Grade 11 1st year of service Thereafter	118,943 123,985
Grade 12 1st year of service Thereafter	131,751 137,557
Bar Manager, Police College 1st year of service Thereafter	59,695 60,785
Building Manager (Sydney Police Centre) 1st year of service 2nd year of service	75,766 76,522
PT Building Manager Allowance	1,385
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of the award	
Clinical Pharmacologist	149,339
Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate	
Year 1A	35,134
Year 1B	42,495
Year 1C	45,800
Year 1D	47,049
Year 1E	49,039
Year 1F	49,929
Year 2	53,060
Year 3	61,921
Year 4	65,396
CSO Level 1 - Graduate	
Year 1A (Any degree)	53,060
Year 1B (Degree - Computer Sciences)	54,983
Year 2	61,921
Year 3	65,396
CSO Level 2	
Year 1	69,276

Year 2	73,635
Year 3	81,888
CSO Level 3	
Year 1	85,098
Year 2	87,591
Year 3	90,215
Year 4	92,912
Year 5	96,784
Year 6	99,862
CSO Level 4	
Year 1	102,838
Year 2	105,730
Year 3	110,046
Year 4	113,324
CSO Level 5	
Year 1	118,943
Year 2	123,985
CSO Level 6	
Year 1	131,751
Year 2	137,557
Departmental Professional Officer	
Grade I -	
1st year of service	60,154
2nd year of service	62,523
3rd year of service	66,009
4th year of service	70,751
5th year of service	75,766
6th year of service and thereafter	80,259
Grade II -	
1st year of service	84,188
2nd year of service	86,684
3rd year of service	89,326
4th year of service and thereafter	92,912
Grade III -	
1st year of service	96,784
2nd year of service	99,862
3rd year of service	101,851
4th year of service and thereafter	105,730
Grade IV -	
1st year of service	110,046
2nd year of service and thereafter	112,228
Grade V -	
1st year of service	116,632
2nd year of service and thereafter	118,943
Grade VI -	
1st year of service	122,648
2nd year of service and thereafter	125,052
Grade VII -	
1st year of service	128,917
2nd year of service and thereafter	131,751
Grade VIII -	
1st year of service	136,039
2nd year of service and thereafter	137,557
Director of Music (Police Band)	
1st year	81,888
2nd year	84,188
3rd year	86,684
4th year	89,326
5th year and thereafter	92,026

Loading	
1st year	8,189
2nd year	8,419
3rd year	8,668
4th year	8,933
5th year and thereafter	9,203
Car Drivers	
Driver/General Assistant	53,490
Departmental - Driver/Assistant	56,548
Police Executive Driver/Assistant	
1st year and thereafter	56,515
All incidence of employment allowance	52,296
Clothing Allowance \$600 per annum	
Driving Instructor	
1st year	74,174
2nd year	75,025
3rd year and thereafter	77,174
Engineer	
Grade I Diplomat Experience Since Qualifying	
In first year	60,154
After one year	62,523
After two years	66,009
After three years	70,751
After four years	75,766
After five years	80,259
Grade I Graduate Experience Since Qualifying	
In first year	62,523
After one year	66,009
After two years	70,751
After three years	75,766
After four years	80,259
Grade II	
1st year of service	85,098
2nd year of service	88,376
3rd year of service	91,123
4th year of service and thereafter	93,772
Grade III	
1st year of service	98,782
2nd year of service	101,851
3rd year of service	105,730
4th year of service and thereafter	108,965
Grade IV	
1st year of service	114,430
2nd year of service	117,786
3rd year of service and thereafter	120,124
Grade V	
1st year of service	125,052
2nd year of service and thereafter	127,514
Grade VI	
1st year of service	130,337
2nd year of service and thereafter	133,133
General Assistant (NSW Police Academy)	
1st year	46,654
2nd year	47,049
3rd year	47,940
4th year	49,039
5th year and thereafter	49,929
Groom, Mounted Police	

1st year	44,675
2nd year and there after	46,251
Imaging Technician	
1st year	67,248
2nd year	69,276
3rd year	71,438
4th year and thereafter	73,635
Interpreters and Translators	
Interpreter/Translator	
Year 1	66,009
Year 2	70,751
Year 3	75,766
Year 4	80,259
Year 5	84,188
Senior Interpreter/Translator	
Year 1	86,684
Year 2	89,326
Year 3	92,912
Legal Officers	
Grade I	
1st year of service	63,008
2nd year of service	65,396
3rd year of service	67,248
4th year of service	69,276
5th year of service	72,039
Grade II	
1st year of service	77,973
2nd year of service	81,888
3rd year of service	86,684
4th year of service	91,123
5th year of service	94,757
Grade III	
1st year of service	99,862
2nd year of service	102,838
3rd year of service	106,805
Grade IV	
1st year of service	114,430
2nd year of service	116,632
Grade V	
1st year of service	122,648
2nd year of service	125,052
Grade VI	
1st year of service	131,751
2nd year of service	134,528
Librarians and Archivists	
Grade 1	
Year 1	60,154
Year 2	63,649
Year 3	67,248
Year 4	71,438
Year 5	75,025
Year 6	78,592
Grade 2	
Year 1	81,888
Year 2	85,098
Year 3	89,326
Year 4	92,912
Grade 3	

Year 1	97,798
Year 2	100,820
Year 3	104,779
Year 4	108,965
Grade 4	
Year 1	112,228
Year 2	115,531
Year 3	118,943
Year 4	122,648
Grade 5	
Year 1	126,110
Year 2	130,337
Year 3	134,528
Year 4	139,093
Library Assistant	
Year 1	47,049
Year 2	49,929
Year 3	53,060
Year 4	57,015
Year 5	59,120
Library Technician	
Grade 1	
Year 1	60,154
Year 2	63,649
Year 3	67,248
Year 4	71,438
Grade 2	
Year 1	79,384
Year 2	81,888
Year 3	85,098
Year 4	89,326
Maintenance Attendant, Police Academy	47,940
Maintenance Officer Trades	71,438
Manager Trades	
1st year	99,862
2nd year and there after	100,820
On call Allowance (per hour)	0.94
Assistant Manager Trades	
1st year	81,888
2nd year and there after	83,439
On call Allowance (per hour)	0.94
Pathology Exhibit Courier	54,983
Photogrammetrist	
General Scale	
1st year	35,134
2nd year	42,495
3rd year	45,800
4th year	47,049
5th year	49,039
6th year	49,929
7th year	51,168
8th year	53,060
9th year	54,983
10th year	57,015
11th year	60,154
12th year	61,921
13th year	63,649
14th year	65,396

Officer with HSC aged 19 and over paid not less than	39,810
Class 1	
1st year	67,248
2nd year	69,276
3rd year	71,438
4th year	73,635
Class 2	
1st year	79,384
2nd year	81,888
Class 3	
1st year	85,098
2nd year	87,591
Class 4	
1st year	90,215
2nd year	92,912
Class 5	
1st year	96,784
2nd year	99,862
Class 6	
1st year	102,838
2nd year	105,730
Class 7	
1st year	110,046
2nd year	113,324
Public Relations Officer	
Assistant Publicity Officers	
1st year of service	67,951
2nd year of service	69,929
Publicity Officers	
1st year of service	75,025
2nd year of service	77,174
3rd year of service and thereafter	78,592
Public Relations Officer	
Grade II	
1st year of service	89,326
2nd year of service	91,123
3rd year of service and thereafter	92,912
Grade I	
1st year of service	104,779
2nd year of service	106,805
3rd year of service and thereafter	108,965
Allowance in lieu of overtime (per annum)	13,224
Radio Technician,	
1st year of service	60,785
2nd year of service	61,290
3rd year of service and thereafter	62,523
Radio Technician, Senior	
1st year of service	66,591
2nd year of service and thereafter	67,248
Scientific Officer	
Grade I	
1st year of service	60,154
2nd year of service	62,523
3rd year of service	66,009
4th year of service	70,751
5th year of service	75,766
6th year of service and thereafter	80,259
Grade II	
1st year of service	84,188

2nd year of service	86,684
3rd year of service	89,326
4th year of service and thereafter	92,912
Grade III	
1st year of service	96,784
2nd year of service	99,862
3rd year of service and thereafter	101,851
Grade IV	
1st year of service	106,805
2nd year of service	110,046
3rd year of service and thereafter	112,228
Grade V	
1st year of service	116,632
2nd year of service and thereafter	120,124
Grade VI	
1st year of service	123,985
2nd year of service	127,514
Senior Basement Attendant, Police Headquarters	
1st year of service	51,694
2nd year of service	52,551
3rd year of service	53,060
4th year of service and thereafter	53,992
Senior Officers	
Grade 1	
Year 1	153,915
Year 2	165,847
Grade 2	
Year 1	168,654
Year 2	180,545
Grade 3	
Year 1	186,586
Year 2	204,818
Stenographers and Machine Operators (Present Occupants Only)	
1st year (up to 17 years)	26,095
2nd year (or 17 years)	30,976
3rd year (or 18 years)	35,134
4th year (or 19 years)	39,810
5th year (or 20 years)	42,109
6th year (or 21 years)	46,654
7th year	47,940
8th year	49,521
9th year	53,490
10th year	54,429
11th year	55,970
12th year	57,015
Grade 1	
1st year	60,154
2nd year	61,921
Grade 2	
1st year	63,649
2nd year	65,396
Grade 3	
1st year	67,248
2nd year	69,276
Storeman Attendant	45,800
Stores Officers	
Grade 1	
1st year of service	52,551

2nd year of service and thereafter Grade 2	53,490
1st year of service	53,992
2nd year of service and thereafter Grade 3	54,429
1st year of service	54,983
2nd year of service and thereafter Grade 4	55,509
1st year of service	56,548
2nd year of service	57,656
3rd year of service and thereafter	57,656
Technical Officer Grade 1	
1st year of service	61,290
2nd year of service	63,008
3rd year of service	64,754
4th year of service	66,009
5th year of service	67,951
Grade 2	
1st year of service	71,438
2nd year of service	72,890
3rd year of service	74,174
4th year of service	75,766
Grade 3	
1st year of service and thereafter	80,945
Senior Technical Officer Grade 1	
1st year of service	79,384
2nd year of service	80,945
3rd year of service	83,439
Grade 2	
1st year of service	85,928
2nd year of service	88,376
Grade 3	92,026
Technical Officer, Maintenance Services	84,188
Technician Class 1	
1st year of service	57,015
2nd year of service	58,684
Class 2	
1st year of service	61,921
2nd year of service	63,649
Class 3	
1st year of service	67,248
2nd year of service	68,582
Class 4	
1st year of service	69,929
2nd year of service	70,751
Transport Officer	57,656
Transport Officer, Mechanical	
Year 1	67,248
Year 2	67,951
Year 3	68,582
Year 4	69,276
Uniform Fitter and Advisory Officer	55,509
Allowances	
On call allowances (per hour)	0.94
Community Language Allowance Scheme (per annum)	

Base level rate	1,345.00
Higher level rate	2,021.00
Flying Allowance (per hour)	20.25
First Aid Allowance (per annum)	
Holders of basic qualification	866.00
Holders of current occupational first aid certificate	1,301.00

Crown Employees (NSW Police Force Communications Officers) Award

Communications Officer - NSW Police Force Classifications	Common Salary Point	1.7.16 Per annum 2.50% \$
Communications Officer		
Trainee	35	54,429
1st year	40	57,015
2nd year	46	60,154
3rd year	49	61,921
4th year	55	65,396
5th year	58	67,248
Senior Communications Officer		
1st year	64	71,438
2nd year	67	73,635
Shift Co-ordinators		
1st year	75	79,384
2nd year	78	81,888
3rd year	82	85,098
4th year	85	87,591
Radio and Communications Operators		
4th year	52	63,649
5th year	55	65,396

Crown Employees (NSW Police Force Special Constables) (Police Band) Award

Special Constables (Police Bands) NSW Police Force		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Bandsperson		
1st year of service	41	57,656
2nd year of service	43	58,684
3rd year of service	45	59,695
4th year of service	47	60,785
5th year of service	52	63,649
6th year of service and thereafter	54	64,754
Senior Special Constable	-	67,190
Allowance - Doubling		1,069

Crown Employees (NSW Police Force Special Constables) (Security) Award

Special Constables (Security) NSW Police Force	
Classification and Grades	1.7.16 Per week 2.50% \$

Special Constable (Security) 1st year of service	963.80
2nd year of service	980.40
3rd year of service and thereafter	999.30
Special Constable (Security) First Class 1st year of service and Thereafter	1,016.90
Senior Special Constable (Security) 1st year of service	1,088.40
2nd year of service and Thereafter	1,112.40
Special Constable (Security), Field Supervisor 1st year of service	1,244.70
2nd year of service and Thereafter	1,271.50
Other rates and allowances Full time Special Constables (Security) Monday to Friday Shift Allowance	65.80
Full time Special Constables (Security), Saturday and Sunday Shift Allowance	185.80

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award

Environment Officers - Department of Environment and Climate Change New South Wales	
Classification and Grades	1.7.16 Per annum 2.50% \$
Class 1	
1	35,473
2	42,856
3	47,039
4	49,914
5	52,123
6	54,965
7	60,739
Class 2	
1	60,739
2	62,523
3	64,181
4	66,579
Class 3	
1	64,181
2	66,579
3	69,909
4	72,013
Class 4	
1	69,909
2	72,013
3	75,004
4	77,950
Class 5	
1	75,004
2	77,950
3	80,927
4	83,418

Class 6	
1	80,927
2	83,418
3	86,662
4	89,298
Class 7	
1	86,662
2	89,298
3	91,999
4	95,750
Class 8	
1	91,999
2	95,750
3	98,752
4	103,793
Class 9	
1	98,752
2	103,793
3	106,776
4	110,010
Class 10	
1	106,776
2	110,010
3	114,397
4	117,751
Class 11	
1	114,397
2	117,751
3	121,276
4	126,074
Class 12	
1	121,276
2	126,074
3	130,303
4	133,100
Class 13	
1	130,303
2	133,100
3	137,515
4	139,572
Class 14	
1	137,515
2	139,572
3	146,036
4	152,505
Class 15	
1	146,036
2	152,505
3	158,972
4	165,434
Other Rates and Allowances - Brief Description	
AHIS weekly allowance: inconvenience and 6 incoming calls after/before normal working hours	457.90
For each call above 6 incoming calls in an AHIS roster period; not limited	22.30
Extra per public holiday falling on a weekday	140.40
Out of hours disturbance (AHIS Supervising Officers)	45.10

**Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service)
Conditions of Employment Award**

Ranger Classifications	
Classification and Grades	1.7.16 Per annum 2.50% \$
Trainee Rangers	
1st year of service	53,877
2nd year of service	54,845
3rd year of service	56,497
4th year of service	57,509
5th year of service	58,108
6th year of service	58,949
Rangers	
Grade 1	
1st level	58,949
2nd level	61,268
3rd level	64,686
4th level	69,329
5th level	76,415
6th level	80,887
Grade 2	
1st year	82,497
2nd year	84,946
3rd year	87,531
4th year	91,052
Senior Ranger	
1st year & thereafter	97,858
Assistant District Manager	
Grade 1	100,774
Grade 2	107,838
Grade 3	116,555
Grade 4	121,498
District Manager	
Grade 1	103,611
Grade 2	111,055
Grade 3	121,498
Grade 4	129,111
Grade 5	134,799
Project/Research Officer Classification	
Grade 1	
1st year	61,051
2nd year	63,009
3rd year	68,735
4th year	74,108
5th year	79,443
Grade 2*	
1st year	85,098
2nd year	87,587
3rd year	90,215
Grade 3*	
1st year	94,757
2nd year	97,798
3rd year	100,826
4th year	102,835

Grade 4*	
1st year	103,820
2nd year	106,805
Grade 5	
1st year	112,222
2nd year	116,982
Grade 6	
1st year	124,309
2nd year	125,614
* Progression criteria applies	
Project Officer (Aboriginal Positions)	
Grade 1	
1st year	61,051
2nd year	63,009
3rd year	68,735
4th year	74,108
5th year	79,443
Grade 2*	
1st year	85,098
2nd year	87,587
3rd year	90,215
Grade 3*	
1st year	94,757
2nd year	97,798
3rd year	100,826
4th year	102,835
Grade 4*	
1st year	103,820
2nd year	106,805
Grade 5	
1st year	112,222
2nd year	116,982
Grade 6	
1st year	124,309
2nd year	125,614
*Progression criteria applies	
Field Officer Classification	
Field Officer Base Grade 1/2	
Employees Engaged on or after 1 July 2007	
Grade 1	
Year 1	46,307
Year 2	47,477
Grade 2	
Year 1	48,572
Year 2	50,837
Field Officer Grade 1/4	
Employees Engaged on or after 1 July 2007	
Grade 1	
1st year	46,307
2nd year	47,477
Grade 2	
1st year	48,572
2nd year	50,837
Grade 3 (A)	
1st year	58,009
2nd year	59,031
Grade 4 (A)	
1st year	60,684

2nd year Field Officer Grade B3/B4 Employees engaged on or before 30 June 2007	61,779
Grade 3 (B) 1st year 2nd year	58,009 59,031
Grade 4 (B) 1st year 2nd year	60,684 61,779
Senior Field Officer and Senior Field Officer (Plant)	
Grade 1 1st year 2nd year	63,152 64,225
Grade 2 1st year 2nd year	65,524 66,896
Field Supervisor Classification and Grades Grade 1 1st year 2nd year Grade 2 1st year 2nd year	69,190 70,776 72,362 73,949
Senior Field Supervisor Classification and Grades Grade 1 1st year 2nd year Grade 2 1st year 2nd year	80,228 82,199 84,172 86,142

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Professional, Administration and Operational Officers - Sydney Harbour Foreshore Authority		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Professional Officer SHFA PO4	- - -	167,282 160,823 154,229
Hard Barrier		
PO3	- 128	139,891 134,528
Hard Barrier		
	124 - 117	128,917 125,161 120,123
Hard Barrier		
PO2	115 - 108	117,786 113,236 110,046
Hard Barrier		
PO1	- 97 94	103,698 98,782 95,774

	90	92,026
Hard Barrier		
PO Entry Level	84	86,684
	80	83,439
	76	80,259
	69	75,025
	59	67,951
Administration Officer SHFA		
AO7	130	137,557
	126	131,751
	120	123,985
	116	118,943
Hard Barrier		
AO6	111	113,324
	108	110,046
	104	105,730
Hard Barrier		
AO5	98	99,862
	95	96,784
	91	92,912
Hard Barrier		
AO4	85	87,591
	82	85,098
	78	81,888
Hard Barrier		
AO3	67	73,635
	61	69,276
Hard Barrier		
AO2	55	65,396
	49	61,921
Hard Barrier		
AO1	40	57,015
	32	53,060
	28	51,168
Hard Barrier		
AO Entry Level	23	49,039
	17	45,800
	11	42,495
	-	37,527
Operational Officer SHFA		
OO4	98	99,862
	95	96,784
	91	92,912
Hard Barrier		
OO3	85	87,591
	82	85,098
	78	81,888
Hard Barrier		
OO2	67	73,635
	61	69,276
Hard Barrier		
OO1	55	65,396
	49	61,921
	40	57,015
Hard Barrier		
OO Entry Level	32	53,060
	28	51,168
	23	49,039

	17	45,800
	11	42,495
	-	37,527
Control Room Operator SHFA	55	65,396

**Crown Employees (Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007)
Award**

Inspectors - WorkCover Authority		
Classification		1.7.16 Per annum 2.50% \$
Inspectorial Stream	Managerial Stream	
Progression Level		
Level 1		92,416
Level 2		94,945
Level 3		100,351
Senior Inspector 1		104,272
Senior Inspector 2		105,253
Principal Inspector 1	District Coordinator 1	107,396
Principal Inspector 2		108,402
	District Coordinator 2	109,520
Assistant State		113,345
Inspector 1		
Assistant State		114,411
Inspector 2		
State Inspector 1	Team Coordinator 1	121,053
State Inspector 2		122,191
	Team Coordinator 2	123,448
	State Coordinator 1	126,754
	State Coordinator 2	127,949
	Team Manager 1	142,689
	Team Manager 2	157,638

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Classification and Grades		1.7.16 Per annum 2.50% \$
Horticultural Apprentice Year 1	-	26,862
Horticultural Apprentice Year 2	-	35,817
Horticultural Apprentice Year 3	-	44,772
Horticultural Apprentice Year 4	27	50,739
Level 1	15	44,165
Level 2, Year 1 (Minimum)	23	49,039
Level 2, (Maximum)	26	50,334
Level 3 Year 1, (Minimum)	30	52,136
Level 3, (Maximum)	34	53,992
Level 4, Year 1, (Minimum)	38	55,970
Level 4, (Maximum)	41	57,656
Level 5, Year 1, (Minimum)	45	59,695
Level 5, (Maximum)	48	61,290
Level 6, Year 1, (Minimum)	51	63,008
Level 6, (Maximum)	54	64,754
Level 7, Year 1, (Minimum)	57	66,591

Level 7, (Maximum)	60	68,582
Level 8, Year 1, (Minimum)	63	70,751
Level 8, (Maximum)	67	73,635
Level 9, Year 1, (Minimum)	71	76,522
Level 9, (Maximum)	75	79,384
Level 10, Year 1, (Minimum)	78	81,888
Level 10, (Maximum)	81	84,188
Level 11, Year 1, (Minimum)	89	91,123
Level 11, (Maximum)	95	96,784
Level 12, Year 1, (Minimum)	109	111,140
Level 12, (Maximum)	112	114,430
Level 13, Year 1, (Minimum)	115	117,786
Level 13, (Maximum)	118	121,318
Level 14, Year 1, (Minimum)	121	125,052
Level 14, (Maximum)	124	128,917
Level 15, Year 1, (Minimum)	127	133,133
Level 15, (Maximum)	130	137,557

Crown Employees (Parliament House Conditions of Employment) Award 2015

Allowances	1.7.16 2.50% \$
Allowance in lieu of overtime Sessional Staff Above Clerk Grade 8 (per occasion)	382.77

Crown Employees (Physiotherapists, Occupation Therapists, Speech Pathologists and Music Therapists) Award

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists		
Classification and Grade	Common Salary Point	1.7.16 Per annum 2.50% \$
Physiotherapists - Grade 1		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service	76	80,259
7th year of service	81	84,188
Grade 2	85	87,591
Grade 3	92	93,772
Grade 4	95	96,784
Grade 5	98	99,862
Grade 6	100	101,851
Grade 7	103	104,779
Occupational Therapists		
Grade 1		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service	76	80,259

7th year of service	81	84,188
Grade 2	85	87,591
Grade 3	92	93,772
Grade 4	95	96,784
Grade 5	98	99,862
Grade 6	100	101,851
Speech Pathologist - Grade 1		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service	76	80,259
7th year of service	81	84,188
Grade 2	85	87,591
Grade 3	92	93,772
Grade 4	95	96,784
Grade 5	98	99,862
Music Therapists		
1st year of service	31	52,551
2nd year of service	38	55,970
3rd year of service	43	58,684
4th year of service	49	61,921
5th year of service	54	64,754
6th year of service	59	67,951
7th year of service	63	70,751
Sole Allowance - 3(ii)(a)		2,531
Part-time Student Unit Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)		9.18

Crown Employees Planning Officers Award 2008

Classification and Grades	Common salary point	1.7.16 Per annum 2.50% \$
Student Planner		
Year 1	CSP 23	49,039
Year 2	CSP 28	51,168
Year 3	CSP 32	53,060
Year 4	CSP 40	57,015
Planning Officer (Professional)		
Level 1(a)		
Year 1	CSP 59	67,951
Year 2	CSP 69	75,025
Year 3	CSP 76	80,259
Year 4	CSP 80	83,439
Year 5	CSP 84	86,684
Progression/ promotion soft barrier (clause 4.7.2)		
Level 1(b)		
Year 1	CSP 90	92,026
Year 2	CSP 94	95,776
Year 3	CSP 97	98,782
Year 4	-	103,698
Level 2		

Year 1	CSP 108	110,046
Year 2	-	113,236
Year 3	CSP115	117,786
Level 3		
Year 1	CSP 117	120,124
Year 2	-	125,161
Year 3	CSP 124	128,917
Progression/ promotion soft barrier (clause 4.9.2)		
Year 4	CSP 128	134,528
Year 5	-	139,891
Level 4		
Year 1	-	154,229
Year 2	-	160,690
Year 3	-	167,282
Level 5		
Year 1	-	176,161
Year 2	-	180,545

Crown Employees (Psychologists) Award

Psychologists	
Classification and Grade	1.7.16 Per annum 2.50% \$
Psychologist -	
1st year	63,222
2nd year	66,644
3rd year	70,059
4th year	74,330
5th year	78,604
6th year	82,876
7th year	87,148
8th year	90,566
9th year and thereafter	93,981
Senior Psychologist -	
1st year	99,109
2nd year	103,383
3rd year and thereafter	107,652
Specialist Psychologist -	
1st year	90,566
2nd year	95,690
3rd year	100,819
4th year	105,944
5th year and thereafter	111,067
Senior Specialist Psychologist -	
1st year	116,196
2nd year	119,613
3rd year and thereafter	123,033
Chief Psychologist -	128,982
1st year	
Principal Psychologist -	140,119
1st year and thereafter	
Environmental Allowance (Corrective Services and Juvenile Justice)	2,895

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Allowances	1.7.16 2.50% \$
On call allowance	0.94
Community Language Allowance Scheme	
Base level rate	1,345
Higher level rate	2,021
Flying Allowance	20.17
First Aid Allowance	
Holders of basic qualification	866
Holders of current occupational first aid certificate	1,301

Crown Employees (Public Service Training Wage) Reviewed Award 2008**Table 1 – Full Time Weekly Wage Rates**

Effective from the first full pay period to commence on or after 1 July 2016

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level

Classification	1.7.16 Per week 2.50% \$
Trainee Diploma Level	690.50

Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:

Highest Year of Schooling Completed	Year 10 1.7.2016	Year 11 1.7.2016	Year 12 1.7.2016
School leaver	304.80	336.00	402.80
Plus 1 year out of school	336.00	402.80	469.90
Plus 2 years	402.80	469.90	545.00
Plus 3 years	469.90	545.00	623.40
Plus 4 years	545.00	623.40	623.40
Plus 5 years or more	623.40	623.40	623.40

Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:

Highest Year of Schooling Completed	Year 10 1.7.2016	Year 11 1.7.2016	Year 12 1.7.2016
School leaver	304.80	335.90	390.30
Plus 1 year out of school	336.00	390.30	449.20
Plus 2 years	390.30	449.20	527.60
Plus 3 years	449.20	527.60	601.50
Plus 4 years	527.60	601.50	601.50
Plus 5 years or more	601.50	601.50	601.50

Skill Level C

Where the accredited training course and work performed are for the purpose for generating skills which have been defined for work at Skill Level C:

Highest Year of Schooling Completed			
	Year 10 1.7.2016	Year 11 1.7.2016	Year 12 1.7.2016
School leaver	304.80	335.90	386.80
Plus 1 year out of school	335.90	386.80	435.30
Plus 2 years	386.80	435.30	484.80
Plus 3 years	435.30	484.80	542.60
Plus 4 years	484.80	542.60	542.60
Plus 5 years or more	542.60	542.60	542.60

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

School-Based Traineeships -		
	Year 11 1.7.2016	Year 12 1.7.2016
Year of Schooling	2.5%	2.5%
School based traineeships Skill Levels A, B and C	304.80	339.90

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

Table 2 – Hourly Wage Rates

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 35 hour week. If the ordinary full-time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full time hours.

Trainees who have left school:

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level:

Classification	1.7.16 Per hour 2.50% \$
Trainee Diploma Level – part-time	24.70

Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:

Highest Year of Schooling Completed			
	Year 10 1.7.2016	Year 11 1.7.2016	Year 12 1.7.2016
School leaver	10.90	12.00	14.40
Plus 1 year out of school	12.00	14.40	16.80
Plus 2 years	14.40	16.80	19.50
Plus 3 years	16.80	19.50	22.20
Plus 4 years	19.50	22.20	22.20
Plus 5 years or more	22.20	22.20	22.20

Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:

Highest Year of Schooling Completed			
	Year 10 1.7.2016	Year 11 1.7.2016	Year 12 1.7.2016
School leaver	10.90	12.00	13.90
Plus 1 year out of school	12.00	13.90	16.10
Plus 2 years	13.90	16.10	18.90
Plus 3 years	16.10	18.90	21.50
Plus 4 years	18.90	21.50	21.50
Plus 5 years or more	21.50	21.50	21.50

Skill Level C

Where the accredited training course and work performed are for the purpose for generating skills which have been defined for work at Skill Level C:

Highest Year of Schooling Completed			
	Year 10 1.7.2016	Year 11 1.7.2016	Year 12 1.7.2016
School leaver	10.90	12.00	13.80
Plus 1 year out of school	12.00	13.80	15.60
Plus 2 years	13.80	15.60	17.30
Plus 3 years	15.60	17.30	19.40
Plus 4 years	17.30	19.40	19.40
Plus 5 years or more	19.40	19.40	19.40

	Year 11 1.7.2016	Year 12 1.7.2016
School Based Trainees	2.5%	2.5%
Wage Levels A, B and C	10.90	12.00

Skill Levels

Diploma	Skill Level A	Skill Level B	Skill Level C
	Arts Administration Business (Office Administration) Clerical Administrative Skills Communications (Call Centres) Financial Services Information Technology Public Administration Sport and Recreation	Laboratory Operations Horticulture Tourism Operations Retail Operations Hospitality Operations	Rural Skills

Crown Employees (Research Scientists) Award 2007

Research Scientists		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Research Scientist - 1st year of service	86	88,376
2nd year of service	91	92,912
3rd year of service	96	97,798
4th year of service	100	101,851
Efficiency Barrier - 5th year of service	105	106,805
6th year of service	109	111,140
7th year of service	113	115,531
Senior Research Scientist - 1st year of service	115	117,786
2nd year of service	118	121,318
3rd year of service	121	125,052
Efficiency Barrier - 4th year of service	124	128,917
5th year of service	127	133,133
Principal Research Scientist - 1st year of service	130	137,557
2nd year of service	-	140,703
3rd year of service	-	144,276
Senior Principal Research Scientist - 1st year of service	-	154,677
2nd year of service	-	165,930
Efficiency Barrier - 3rd year of service	-	180,067

Crown Employees (Rural Fire Service) Award**RFS Officers**

These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.16 Per annum 2.50% \$
RFS Officer Level 1	
Year 1	35,610
Year 2	43,067
Year 3	46,418
Year 4	47,687
Year 5	49,702
Year 6	50,602
Year 7	51,857
Year 8	53,779
Year 9	55,723
Year 10	57,780
RFS Officer Level 2	
Year 1	60,965
Year 2	62,757

RFS Officer Level 3 Year 1 Year 2	64,507 66,275
RFS Officer Level 4 Year 1 Year 2	68,156 70,210
RFS Officer Level 5 Year 1 Year 2	72,404 74,628
RFS Officer Level 6 Year 1 Year 2	80,453 82,992
RFS Officer Level 7 Year 1 Year 2	86,245 88,772
RFS Officer Level 8 Year 1 Year 2	91,434 94,169
RFS Officer Level 9 Year 1 Year 2	98,090 101,207
RFS Officer Level 10 Year 1 Year 2	104,225 107,158
RFS Officer Level 11 Year 1 Year 2	111,532 114,853
RFS Officer Level 12 Year 1 Year 2	120,545 125,662
RFS Officer Level 13 Year 1 Year 2	133,531 139,411
RFS Officer Level 14 Year 1 Year 2	155,994 168,088
RFS Officer Level 15 Year 1 Year 2	170,928 182,979
RFS Officer Level 16 Year 1 Year 2	189,104 207,578

RFS Officers (OCSC) These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.16 Per annum 2.50% \$
RFS Officer Level A (OCSC Operator) Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8	39,810 42,495 45,800 47,049 49,039 49,929 51,168 53,060

Year 9	54,983
Year 10	57,015
RFS Officer Level B (OCSC Senior Operator)	
Year 1	60,154
Year 2	61,921
Year 3	63,649
Year 4	65,396

Crown Employees (School Administrative and Support Staff) Award

**Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officers)
Rates of Pay**

1.1 Permanent School Administrative and Support Staff

	1.7.16 Per hour 2.50% \$
School Support Officer	25.35
School Administrative Officer	28.46
School Administrative Manager -	
Level 1	32.92
Level 2	33.81
Level 3	34.78
Level 4	35.83
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	18.11
Following 12 months of service or at age 20	21.40
1st year	26.06
2nd year	26.53
3rd year	28.39
4th year	30.27
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	18.11
Following 12 months of service or at age 20	21.40
1st year	25.12
2nd year	25.58
3rd year	26.06
4th year	26.53

1.2 Long-term Temporary School Administrative and Support Staff

	1.7.16 Per hour 2.50% \$
School Support Officer	26.85
School Administrative Officer	30.10
School Administrative Manager -	
Level 1	34.83
Level 2	35.79
Level 3	36.83
Level 4	37.90

School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	19.11
Following 12 months of service or at age 20	22.64
1st year	27.61
2nd year	28.05
3rd year	30.00
4th year	32.01
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	19.11
Following 12 months of service or at age 20	22.64
1st year	26.61
2nd year	27.06
3rd year	27.61
4th year	28.05

1.3 Short-term Temporary School Administrative and Support Staff

	1.7.16 Per hour 2.50% \$
School Support Officer	29.17
School Administrative Officer	32.74
School Administrative Manager	
Level 1	37.86
Level 2	38.91
Level 3	40.03
Level 4	41.21
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	20.83
Following 12 months of service or at age 20	24.60
1st year	29.98
2nd year	30.51
3rd year	32.67
4th year	34.78
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	20.83
Following 12 months of service or at age 20	24.60
1st year	28.93
2nd year	29.45
3rd year	29.98
4th year	30.51

Schedule 2 - Aboriginal Education Officers - Rates of Pay
(For progression on these rates see subclause 6.3)

2.1 Permanent Aboriginal Education Officer

	1.7.16 Per hour 2.50% \$
Year 1	31.13

Year 2	32.04
Year 3	32.94
Year 4	33.86

2.2 Long-term Temporary Aboriginal Education Officer

	1.7.16 Per hour 2.50% \$
Year 1	32.93
Year 2	33.91
Year 3	34.85
Year 4	35.80

2.3 Short-term Temporary Aboriginal Education Officer

	1.7.16 Per hour 2.50% \$
Year 1	35.80
Year 2	36.86
Year 3	37.88
Year 4	38.92

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Classification	1.7.16 Per annum 2.50% \$
Commissioned Correctional Officers: Senior Assistant Superintendent - 7 day or any 5/7 days	120,130
Assistant Superintendent - 7 day or any 5/7 days	112,447
Senior Assistant Superintendent - 5 day	113,558
Assistant Superintendent - 5 day	105,873
Commissioned Industries Officers:	
Regional Business Manager - 5 day	
Year 1	127,575
Year 2	130,853
Year 3	136,470
Year 4	141,513
Operations Manager	135,759
Manager of Industries Level 1 - 5 day	125,270
Manager of Industries Level 2 - Any 5 of 7 days	125,796
Manager Centre Services and Employment Manager of Industries Level 2 - 5 day	119,222
Manager Business Unit - any 5/7 days	120,130
Manager Business Unit - 5 day	113,558

Crown Employees (Senior Officers Salaries) Award 2012

Senior Officers	
Classification and Grades	1.7.16 Per annum 2.50% \$
Grade 1 Year 1 Year 2	153,915 165,847
Grade 2 Year 1 Year 2	168,654 180,545
Grade 3 Year 1 Year 2	186,586 204,818

Crown Employees (Sheriff's Officers) Award 2007

Sheriff's Officers		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Chief Inspector Year 2 Year 1	85 82	87,591 85,098
Inspector Year 2 Year 1	78 75	81,888 79,384
Sergeant Year 4 Year 3 Year 2 Year 1	67 64 61 58	73,635 71,438 69,276 67,248
Sheriff's Officer Year 4 Year 3 Year 2 Year 1	55 52 49 46	65,396 63,649 61,921 60,154
Probationary Sheriff's Officer	36	54,983

**Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers
Award 2012**

Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Operations Communications Centre Senior Team Leader, Clerk Grade 5/6 1st year of service 2nd year of service 3rd year of service Thereafter	75 78 82 85	79,384 81,888 85,098 87,591
Operations Communications Centre Team Leader, Clerk Grade 3/4 1st year of service	58	67,248

2nd year of service	61	69,276
3rd year of service	64	71,438
Thereafter	67	73,635
Operations Communications Centre		
Call Operator, Clerks General Scale		
Step 1	4	29,127
Step 2	6	33,054
Step 4	9	39,810
Step 5	11	42,495
Step 6	17	45,800
Step 7	20	47,049
Step 8	23	49,039
Step 9	25	49,929
Step 10	28	51,168
Step 11	32	53,060
Step 12	36	54,983
Step 13	40	57,015

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Learning and Development Officers - Full-time, State Emergency Service		
Classification	Common Salary Point	1.7.16 Per annum 2.50% \$
1st year of service	82	85,098
2nd year of service	85	87,591
3rd year of service	88	90,215
Thereafter	91	92,912

Crown Employees (State Emergency Service) Region Controllers Award 2012

Region Controllers - State Emergency Services		
Classification	Common Salary Point	1.7.16 Per annum 2.50% \$
Salaries of Full-time Region Controllers		
1st year of service	101	102,838
2nd year of service	104	105,730
3rd year of service	108	110,046
Thereafter	111	113,324

Crown Employees (Technical Officers - Treasury) Award

Technical Officers - Treasury		
Classification and Grades		1.7.16 Per annum 2.50% \$
Technical Officers - Treasury Grade 1		145,996 152,505 159,227 165,847
Technical Officers - Treasury Grade 2		168,546 175,272

Crown Employees (Tipstaves to Justices) Award 2007

Tipstaff - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
1st year of service	40	57,015
2nd year of service	42	58,108
3rd year of service	44	59,120
Tipstaff to the Chief Justice	46	60,154

Crown Employees (Trades Assistants) Award

Trades Assistants	
Classification and Grades	1.7.16 Per week 2.50% \$
Blacksmith's striker	894.40
Cold saw operator	901.40
Driller (stationary machines)	894.40
Dresser and grinder (portable machines)	910.10
Dresser, shot blast or sand blast-	
(a) who operates from outside a properly enclosed cabin	901.40
(b) other	940.20
Dogman and/or crane chaser	910.10
Forger's assistant	894.40
Fork Lift Driver (TAFE)	964.10
Assistant Furnaceperson	901.40
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	894.40
General assistant, other (TAFE)	886.70
General assistant/tool storeperson assisting tradespersons or employed in a metal and or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	910.10
General assistant/tool storeperson, other (less than 20hpw toolstore duties (TAFE)	939.70
Hammer driver	901.40
Heat treater operative	910.10
Machinist second class (Metal Trades)	949.40
Operator of straight line oxy-acetylene Cutting machine	910.10
Pipe fitter	949.40
Rigger and/or splicer (other than construction work)	980.40
Rigger and/or splicer (construction work)	998.70
Spray painter (ironwork) and/or brush hand	910.10
Tool and/or material storeman	940.20
Tool Storeperson (Classroom only, TAFE)	949.40
Trades assistant (Metal Trades)	894.40
Trades assistant (Electrical Trades)	918.70
Trades assistant	901.40
Cupola furnaceperson (foundries)	949.40
Allowances:	
Cold Places per hour	0.77
Confined Spaces per hour	0.97
Dirty Work per hour	0.77
Height Money per hour:	
- At a height of 7.5 m	0.77

- For every additional 3m	0.23
Hot Places per hour:	
- 46C-54C	0.77
- Above 54C	0.97
Insulation Material per hour:	
- Pumice or other recognised insulator	0.77
- Silicate	0.97
Smoke Boxes etc per hour:	
- Working on repairs to smoke boxes, furnaces etc	0.50
- Working on repairs inside oil-fired boilers	1.92
Wet Places per hour	0.77
Working on a boat or punt per day	2.99
Working knee deep in mud or water per day	6.12
Acid, furnaces, stills, etc per hour	3.94
Towers per hour	0.77
Depth money per hour	0.77
Swing Scaffolds:	
- First four hours (fixed rate)	5.71
- Each hour thereafter	1.16
- Solid plasterers per hour	0.23
Septic Tanks per day	9.19
Distant Places per day:	
- Area re paragraph 4.17.1	1.51
- Area re paragraph 4.17.2	2.45
- Area re paragraph 4.17.3	2.45
Epoxy Materials per hour	0.97
- Applying to air-conditioned buildings per hour	0.67
- Employees in close proximity per hour	0.77
Foundry per hour	0.57
Asbestos Eradication per hour	2.58
First Aid per day	3.38

Taronga Conservation Society Australia Salaried Employees Award

Classification and Grades	Common salary point	1.716 Per annum 2.50% \$
Clerks -		
General Scale -		
1st year (up to 18 years)	7	35,134.00
2nd year (or 20 years)	11	42,495.00
3rd year	17	45,800.00
4th year	20	47,049.00
5th year	23	49,039.00
6th year	25	49,929.00
7th year	28	51,168.00
8th year	32	53,060.00
9th year	36	54,983.00
10th year	40	57,015.00
At 19 years + (HSC)	9	39,810.00
Grade 1 -		
1st year	46	60,154
2nd year	49	61,921
Grade 2 -		
1st year	52	63,649
2nd year	55	65,396

Grade 3 - 1st year	58	67,248
2nd year	61	69,276
Grade 4 - 1st year	64	71,438
2nd year	67	73,635
Grade 5 - 1st year	75	79,384
2nd year	78	81,888
Grade 6 - 1st year	82	85,098
2nd year	85	87,591
Grade 7 - 1st year	88	90,215
2nd year	91	92,912
Grade 8 - 1st year	95	96,784
2nd year	98	99,862
Grade 9 - 1st year	101	102,838
2nd year	104	105,730
Grade 10 - 1st year	108	110,046
2nd year	111	113,324
Grade 11 - 1st year	116	118,943
2nd year	120	123,985
Grade 12 - 1st year	126	131,751
2nd year	130	137,557
Stenographers and Machine Operators		
1st year (up to 17 years)	2	26,095
2nd year (or 17 years)	5	30,976
3rd year (or 18 years)	7	35,134
4th year (or 19 years)	9	39,810
5th year (or 20 years)	10	42,109
6th year (or 21 years)	19	46,654
7th year	22	47,940
8th year	24	49,521
9th year	33	53,490
10th year	35	54,429
11th year	38	55,970
12th year	40	57,015
Grade 1 - 1st year	46	60,154
2nd year	49	61,921
Grade 2 - 1st year	52	63,649
2nd year	55	65,396
Grade 3 - 1st year	58	67,248
2nd year	61	69,276
Clerical Assistants -		
1st year (or under 17 years)	1	24,457
2nd year (or 17 years)	3	27,472
3rd year (or 18 years)	6	33,054
4th year (or 19 years)	8	37,542
5th year (or 20 years)	9	39,810

6th year (or 21 years)	15	44,165
7th year	17	45,800
8th year	20	47,049
9th year	22	47,940
Class 1 -		
1st year	25	49,929
2nd year	28	51,168
Class 2 -		
1st year	32	53,060
2nd year	35	54,429
Class 3 -		
1st year	37	55,509
2nd year	40	57,015
Class 4 -		
1st year	42	58,108
2nd year	44	59,120
Typists and Communications Assistants -		
1st year (or under 17)	2	26,095
2nd year (or 17 years)	4	29,127
3rd year (or 18 years)	6	33,054
4th year (or 19 years)	8	37,542
5th year (or 20 years)	10	42,109
6th year (or 21 years)	17	45,800
7th year	19	46,654
8th year	22	47,940
Senior Typist -		
1st year	25	49,929
2nd year	28	51,168
Garden Labourer - (Applies to employees engaged prior 1 July 2010)		
Grade 1	15	44,165
Grade 2	18	46,251
Grade 3	21	47,497
Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010)		
Grade 1	25	49,929
Grade 2	30	52,136
Grade 3	35	54,429
Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010)		
Grade 1	42	58,108
Grade 2	45	59,695
Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)		
Grade 1	48	61,290
Grade 2	50	62,523
Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	55	65,396
Grade 2	57	66,591
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	63	70,751
Grade 2	67	73,635
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)		
1st Year		24,291
2nd Year		28,709
3rd Year		33,124
4th Year		39,751
Gardener (Applies to employees engaged post 1 July 2010)		
Grade 1	15	44,165
Grade 2	18	46,251

Grade 3	21	47,497
Horticulturalist (Applies to employees engaged post 1 July 2010)		
Grade 1		56,212
Grade 2		57,897
Grade 3		59,634
Grade 4		62,522
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)		
Grade 1		66,383
Grade 2		68,376
Grade 3		70,426
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	79,384
Trainee Keeper -		
Level 1	-	42,161
Level 2	-	44,970
Level 3	-	47,781
Level 4	-	50,591
Keeper -		
Level 1	-	56,213
Level 2	-	59,022
Level 3	-	61,832
Level 4	-	64,645
Senior Keeper -		
Level 1	-	67,454
Level 2	-	73,075
Keeping Unit Supervisor -		
Year 1	-	81,508
Year 2	-	83,195
Year 3	-	84,879
Publicity and Assistant Publicity Officer -		
Public Relations Officer -		
Grade 1 -		
1st year	87	89,326
2nd year	89	91,123
3rd year	91	92,912
Grade 2 -		
1st year	103	104,779
2nd year	105	106,805
3rd year	107	108,965
Publicity Officer -		
1st year	69	75,025
2nd year	72	77,174
3rd year	74	78,592
Assistant Publicity Officer -		
1st year	59	67,951
2nd year	62	69,929
Gate Receptionists	38	55,970
Designers (Exhibitions and Publications) Applies to employees engaged prior 1 July 2010		
1st year	37	55,509
2nd year	39	56,548
3rd year	42	58,108
4th year	46	60,154
5th year	49	61,921
6th year	51	63,008
7th year	53	64,193
8th year	56	66,009

9th year	60	68,582
10th year	64	71,438
11th year	67	73,635
12th year and thereafter	71	76,522
Junior Designer		
Grade 1		47,912
Grade 2		49,828
Grade 3		51,820
Grade 4		53,892
Designer		
Grade 1		55,509
Grade 2		58,004
Grade 3		60,615
Grade 4		63,344
Grade 5		66,192
Senior Designer		
Grade 1		69,507
Grade 2		72,980
Grade 3		76,627
Allowances:		
Casual first aid allowance (per shift)		16.62
Laundry Allowance for staff other than Gate Receptionists (per week)		6.94
Laundry Allowance for Gate Receptionists (per week)		12.52

AGREEMENTS AND DETERMINATIONS

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services. Section 130 (1) Determination No: 955 of 2007

Adventure Facilitator	1.7.16 Per annum 2.50% \$
Year 1	90,215
Year 2	92,912
Year 3	96,784
Year 4	99,862

Architects etc. Agreement No. 1733 of 1971

Architects		
Classification and Grades	Common salary point	1.7.16 Per annum 2.50% \$
Grade I		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service and thereafter	76	80,259
Grade II		
1st year of service	82	85,098
2nd year of service	86	88,376
3rd year of service	89	91,123
4th year of service and thereafter	92	93,772

Grade III		
1st year of service	97	98,782
2nd year of service	100	101,851
3rd year of service	104	105,730
4th year of service and thereafter	107	108,965
Grade IV		
1st year of service	112	114,430
2nd year of service	115	117,786
3rd year of service and thereafter	117	120,124
Grade V		
1st year of service	121	125,052
2nd year of service and thereafter	123	127,514
Grade VI		
1st year of service	125	130,337
2nd year of service	127	133,133

**Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service;
Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of applied Arts and Sciences;
Agreement No.2196 of 1975**

Artists, Designers, Exhibitions Officers, etc.		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Artists Australian Museum and Museum of Applied Arts and Sciences		
Grade I		
1st year of service	28	51,168
2nd year of service	31	52,551
3rd year of service	34	53,992
4th year of service	37	55,509
5th year of service	39	56,548
6th year of service	43	58,684
7th year of service and thereafter	46	60,154
Grade II		
1st year of service	49	61,921
2nd year of service	51	63,008
3rd year of service and thereafter	53	64,193
Grade III		
1st year of service	58	67,248
2nd year of service and thereafter	61	69,276
Keeper Of Exhibits (Non Graduate)		
Museum of Applied Arts & Sciences		
1st year of service	44	59,120
2nd year of Service	47	60,785
3rd year of service	51	63,008
4th year of service	53	64,193
5th year of service	58	67,248
6th year of service and thereafter	58	67,248
Designers (Exhibitions and Publications)		
1st year of service	37	55,509
2nd year of service	39	56,548
3rd year of service	42	58,108
4th year of service	46	60,154
5th year of service	49	61,921
6th year of service	51	63,008
7th year of service	53	64,193
8th year of service	56	66,009

9th year of service	60	68,582
10th year of service	64	71,438
11th year of service	67	73,635
12th year of service	71	76,522
Senior Designer (Exhibitions and Publications) National Parks and Wildlife Service		
On Appointment	77	80,945
Exhibitions Officer, Australian Museum		
Grade I		
1st year of service	56	66,009
2nd year of service	60	68,582
3rd year of service	64	71,438
4th year of service	67	73,635
5th year of service and thereafter	71	76,522
Grade II		
1st year of service	75	79,384
2nd year of service	77	80,945
Chief, Exhibitions Department Museum of Applied Arts and Sciences		
1st year of service	92	93,772

Bandmaster, Department of Corrective Services, Determination No 936 of 2004

The rate of pay for the Bandmaster, Department of Corrective Services shall be an annual salary equivalent to a Clerk Grade 5/6 under the Crown Employees (Administrative and Clerical Officers) Award.

Cadet Conditions and Rates of Pay, Various Departments; Determination No.938 of 2004

Cadet Conditions and Rates of Pay, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Level 1 At 18 years of age	7	35,134
Level 1 At 19 years of age with HSC	9	39,810
Level 2 Or minimum at 20 years	11	42,495
Level 3 Or minimum at 21 years	17	45,800
Level 4	20	47,049
Level 5	23	49,039
Level 6	25	49,929
Level 7	28	51,168
Level 8	32	53,060
Level 9	36	54,983
Level 10	40	57,015

**Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists,
Computers All Departments Agreement No. 2439 of 1982**

Cartographers, Engineering Survey Drafting Officers,		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
General Scale		
1st year	7	35,134
2nd year	11	42,495
3rd year	17	45,800
4th year	20	47,049
5th year	23	49,039
6th year	25	49,929
7th year	28	51,168
8th year	32	53,060
9th year	36	54,983
10th year	40	57,015
11th year	46	60,154
12th year	49	61,921
13th year	52	63,649
14th year	55	65,396
Officer with HSC aged 19 and over paid not less than	9	39,810
Class 1		
1st year	58	67,248
2nd year	61	69,276
3rd year	64	71,438
4th year	67	73,635
Class 2		
1st year	75	79,384
2nd year	78	81,888
Class 3		
1st year	82	85,098
2nd year	85	87,591
Class 4		
1st year	88	90,215
2nd year	91	92,912
Class 5		
1st year	95	96,784
2nd year	98	99,862
Class 6		
1st year	101	102,838
2nd year	104	105,730
Class 7		
1st year	108	110,046
2nd year	111	113,324

Casual Drug Counsellors - Department of Corrective Services Determination No.935 of 2004

Department of Corrective Services	
Classification and Grades	1.7.16 Per annum 2.50% \$

Sessional Specialist HIV/Health Promotion (The rates are inclusive of a 15% casual loading for Monday to Friday work, plus 1/12th in lieu of recreation leave.	77.14
Environmental Allowance for working within a correctional centre	1.78

Community Offender Support Program Centres, Department of Corrective Services, Determination No. 965 of 2008

Community Offender Support Program Centres DCS		
Classification and Grades	Common Salary Point No	1.7.16 Per annum 2.50% \$
Throughcare and Placement Officer:		
1st year	88	90,215
2nd year	91	92,912
3rd year	95	96,784
Thereafter	98	99,862
Accommodation Support Worker:		
1st year	75	79,384
2nd year	78	81,888
3rd year	82	85,098
Thereafter	85	87,591
Assistant Support Worker:		
1st year	46	60,154
2nd year	49	61,921
3rd year	52	63,649
Thereafter	55	65,396

Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

Computer Operators, All Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Trainee Computer Operator		
At 18 and under	7	35,134
At 19	9	39,810
At 20	11	42,495
At 21	17	45,800
Computer Operator - Grade 1		
1st year of service	20	47,049
2nd year of service	23	49,039
3rd year of service	25	49,929
4th year of service and thereafter	28	51,168
Computer Operator - Grade 2		
1st year of service	32	53,060
2nd year of service	36	54,983
3rd year of service and thereafter	40	57,015
Senior Computer Operator - Grade 1		
1st year of service	46	60,154
2nd year of service	49	61,921
3rd year of service	52	63,649
4th year of service	55	65,396

Senior Computer Operator - Grade 2		
1st year of service	58	67,248
2nd year of service	61	69,276
3rd year of service	64	71,438
4th year of Service	67	73,635

**Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC),
Department of Corrective Services. Determination No.968 of 2010**

Classification and Grades	1.7.16 Per annum 2.50% \$
Operations Manager - Clerk 11/12	
1st year of service	118,943
2nd year of service	123,985
3rd year of service	131,751
Thereafter	137,557
Assistant Operations Manager - Clerk 9/10	
1st year of service	102,838
2nd year of service	105,730
3rd year of service	110,046
Thereafter	113,324
Senior Case Worker - Clerk 5/6	
1st year of service	79,384
2nd year of service	81,888
3rd year of service	85,098
Thereafter	87,591

**Conditions of Service for Program Support Officers, Offender External Leave Program, Department of
Corrective Services. Determination No. 966 of 2009**

Classification and Grades	1.7.16 per annum 2.50% \$
Assistant Manager	
1st year of service	95,079
2nd year of service	97,752
3rd year of service	101,743
Thereafter	104,775
Co-ordinator Program Support & Security	
1st year of service	83,408
2nd year of service	85,904
3rd year of service	89,482
Thereafter	92,327
Senior Program Support Officer	
1st year of service	73,394
2nd year of service	75,709
3rd year of service	78,676
Thereafter	80,984
Program Support Officer	
1st year of service	62,174
2nd year of service	64,049
3rd year of service	66,048
Thereafter	68,078

**Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services.
Determination No. 964 of 2008**

Classification and Grades	1.7.16 per annum 2.50% \$
Co-ordinator Program Support & Security 1st year of service 2nd year of service 3rd year of service Thereafter	90,215 92,912 96,784 99,862
Senior Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	79,384 81,888 85,098 87,591
Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	67,248 69,276 71,438 73,635
Mobile Work Camps Allowance (per day)	143.05

**Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of
Corrective Services. Determination No. 969 of 2011**

Classification and Grades	1.7.16 Per annum 2.50% \$
Senior Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	79,384 81,888 85,098 87,591
Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	67,248 69,276 71,438 73,635

**Conditions of Service Team leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice,
Department of Human Services. Determination No. 967 of 2010**

Classification and Grades	1.7.16 Per annum 2.50% \$
Team Leader (Administrative and Clerical Officer Grade 7/8) 1st year of service Thereafter	90,215 92,912
Grade 8 1st year of service Thereafter Allowance	96,784 99,862 24,244

Bail Coordinator (Administrative and Clerical Officer Grade 7/8)	
Grade 5	
1st year of service	79,384
Thereafter	81,888
Grade 6	
1st year of service	85,098
Thereafter	87,591
Allowance	21,935

Conservators, Cultural Institutions Agreement No.2504 of 1987

Conservators, Cultural Institutions		
Classifications and Grade	Common Salary Point	1.7.16 Per annum 2.50% \$
Assistant Conservator - Class 1		
1st year of service	40	57,015
2nd year of service	42	58,108
3rd year of service	44	59,120
4th year of service	47	60,785
5th year of service	49	61,921
6th year of service	52	63,649
Class 2		
1st year of service	55	65,396
2nd year of service	56	66,009
3rd year of service	58	67,248
Conservator - Grade 1		
1st year of service	62	69,929
2nd year of service	64	71,438
3rd year of service	66	72,890
4th year of service	68	74,174
5th year of service	70	75,766
Grade 2		
1st year of service	74	78,592
2nd year of service	79	82,542
3rd year of service	83	85,928
4th year of service	87	89,326
5th year of service	91	92,912
Grade 3		
1st year of service	94	95,776
2nd year of service	97	98,782
3rd year of service	99	100,820
Head Conservator		
1st year of service	105	106,805
2nd year of service	108	110,046
3rd year of service	110	112,227

**Coordinators and Directors, Community Justice Centres, Attorney-General's Department
Determination No.808 of 1983**

Coordinators and Directors, Community Justice Centres - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Co-ordinator	61	69,276
Director	104	105,730

**Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services
Determination No.929 of 2002**

Coordinator, Visual Arts, Long Bay Correctional Complex Department of Corrective Services		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Co-ordinator, Visual Arts	102	103,822
Environmental Allowance	-	2,895
All Incidents Allowance	-	9,956

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Curatorial Staff		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Assistant Curator/Assistant Registrar - Grade I		
1st year of service	40	57,015
2nd year of service	46	60,154
3rd year of service	51	63,008
4th year of service	57	66,591
5th year of service and thereafter	62	69,929
Assistant Curator/Assistant Registrar - Grade II		
1st year of service	64	71,438
2nd year of service	67	73,635
3rd year of service	70	75,766
4th year of service	73	77,973
5th year of service and thereafter	75	79,384
Curator/Registrar - Grade I		
1st year of service	77	80,945
2nd year of service	82	85,098
3rd year of service	86	88,376
4th year of service	91	92,912
5th year of service and thereafter	95	96,784
Curator/Registrar - Grade II		
1st year of service	99	100,820
2nd year of service	102	103,822
3rd year of service	105	106,805
4th year of service	108	110,046
5th year of service	110	112,227
Senior Curator Senior Registrar	114	116,632

Departmental Professional Officers Determination No.866 of 1987

Departmental Professional Officers - All Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade I -		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009

4th year of service	63	70,751
5th year of service	70	75,766
6th year of service and thereafter	76	80,259
Grade II -		
1st year of service	81	84,188
2nd year of service	84	86,684
3rd year of service	87	89,326
4th year of service and thereafter	91	92,912
Grade III -		
1st year of service	95	96,784
2nd year of service	98	99,862
3rd year of service	100	101,851
4th year of service and thereafter	104	105,730
Grade IV -		
1st year of service	108	110,046
2nd year of service and thereafter	110	112,227
Grade V -		
1st year of service	114	116,632
2nd year of service and thereafter	116	118,943
Grade VI -		
1st year of service	119	122,648
2nd year of service and thereafter	121	125,052
Grade VII -		
1st year of service	124	128,917
2nd year of service and thereafter	126	131,751
Grade VIII -		
1st year of service	129	136,039
2nd year of service and thereafter	130	137,557

Department of Transport Officers Employment Conditions Agreement No.2548 of 1998

Transport Officers	
Classification and Grades	1.7.16 Per annum 2.50% \$
Grade I -	
One	45,735
Two	47,332
Three	48,987
Four	50,701
Five	52,477
Grade 2	
One	52,477
Two	54,319
Three	56,215
Four	58,189
Five	60,221
Grade 3	
One	60,221
Two	62,329
Three	64,507
Four	66,766
Five	69,109
Grade 4	
One	69,109
Two	71,522
Three	74,026

Four	76,620
Five	79,399
Grade 5	
One	79,399
Two	82,074
Three	85,118
Four	87,923
Five	91,001
Grade 6	
One	91,001
Two	94,187
Three	97,480
Four	100,890
Five	104,423
Grade 7	
One	104,423
Two	108,079
Three	111,861
Four	115,774
Five	119,828
Grade 8	
One	119,828
Two	124,022
Three	131,778
Four	137,581
Five	142,396
Grade 9	
One	142,396
Two	150,046
Three	157,799
Four	163,603
Five	168,420

**Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board
Determination No. 473 of 1975**

Education Officers, Department of Culture, Sport and Recreation, (Art Gallery, Australian Museum & Museum of Applied Arts & Sciences)		
Classifications and Grade	Common Salary Point	1.7.16 Per annum 2.50% \$
Education Officer -		
1st year of service	43	58,684
2nd year of service	48	61,290
3rd year of service	54	64,754
4th year of service	60	68,582
5th year of service	66	72,890
6th year of service	71	76,522
7th year of service	75	79,384
8th year of service	79	82,542
9th year of service and thereafter	84	86,684
Senior Education Officer -		
1st year of service	98	99,862
2nd year of service and thereafter	101	102,838
Allowance after 12 months on the 9th year of service: \$ per annum	-	2,717
After a further 12 months: \$ per annum	-	2,717

Education Officer Department of Training and Education Co-ordination Determination No.912 of 1996

Education Officer - Department of Education and Training	
Classification and Grades	1.7.16 Per annum 2.50% \$
Education Officer	
Step 1	84,684
Step 2	89,192
Step 3	93,895
Step 4	98,608
Special Program Co-ordinator	
Step 1	105,597
Step 2	109,916
Senior Education Officer	
Step 1	114,732
Step 2	117,578
Chief Education Officer	127,873
Chief Research Officer	127,873
Quality Assurance Co-ordinator	134,987
Principal Education Officer	143,263
Principal Research Officer	143,263
Principal Officer	143,263
Curriculum Manager	143,263

Engineers Agreement No. 1734 of 1971

Engineers		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade I Diplomate Experience Since Qualifying		
In first year	46	60,154
After one year	50	62,523
After two years	56	66,009
After three years	63	70,751
After four years	70	75,766
After five years	76	80,259
Grade I Graduate Experience Since Qualifying		
In first year	50	62,523
After one year	56	66,009
After two years	63	70,751
After three years	70	75,766
After four years	76	80,259
Grade II		
1st year of service	82	85,098
2nd year of service	86	88,376
3rd year of service	89	91,123
4th year of service and thereafter	92	93,772
Grade III		
1st year of service	97	98,782
2nd year of service	100	101,851
3rd year of service	104	105,730
4th year of service and thereafter	107	108,965
Grade IV		
1st year of service	112	114,430

2nd year of service	115	117,786
3rd year of service and thereafter	117	120,124
Grade V		
1st year of service	121	125,052
2nd year of service and thereafter	123	127,514
Grade VI		
1st year of service	125	130,337
2nd year of service and thereafter	127	133,133

Escorts and Travelling Attendants Agreement No.2270 of 1980

Escorts and Travelling Attendants	
Classification and Grades	1.7.16 Per annum 2.50% \$
Travelling Attendant	
1st Year	46,494
2nd Year	46,494
3rd Year	46,938
4th Year	48,482
Travelling Attendant (Hourly Rate)	
1st Year	23.45
2nd Year	23.45
3rd Year	23.68
4th Year	24.44
Escorts	
1st Year	55,406
2nd Year	55,406
3rd Year	55,908
4th Year	57,796
Rate A Applicable Mon-Fri and all overtime/travelling time/weekdays and public holidays = Hrly rate of Travelling Attendant + 10% +4/48ths	
1st Year	27.96
2nd Year	27.96
3rd Year	28.21
4th Year	29.13
Rate B Applicable first 8 hours on Saturday = Hrly rate of Travelling Attendant + 50% +4/48ths	
1st Year	38.12
2nd Year	38.12
3rd Year	38.46
4th Year	39.74
Rate C Applicable first 8 hours on Sunday = Hrly rate of Travelling Attendant + 75% +4/48ths	
1st Year	44.45
2nd Year	44.45
3rd Year	44.88
4th Year	46.35
Rate D Applicable first 8 hours on a Public Holiday = Hrly Rate of Travelling Attendant + 150%+4/48ths	
1st Year	63.50
2nd Year	63.50
3rd Year	64.10
4th Year	66.23

**Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No.2320 of 1981;
Gardening Parks and Horticultural and Landscape Staff Agreement No.2266 of 1980; Determination
No.767 of 12982**

Gardening, Parks and Horticultural and Landscape Staff		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Gardener Tradesman	37	55,509
Gardener Experienced	30	52,136
Garden Labourer	20	47,049
Garden Labourer, 1st class	23	49,039
Chief Propagator (Royal Botanical Gardens)	43	58,684
Groundsman	33	53,490
Horticultural and Landscape Officers:		
Horticultural Assistants -		
1st year of service	33	53,490
2nd year of service	36	54,983
3rd year of service	38	55,970
4th year of service	40	57,015
5th year of service	42	58,108
6th year of service	44	59,120
7th year of service	46	60,154
Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture		
Ranger	30	52,136
Senior Ranger (plus appropriate Leading Hand Allowance)	30	52,136
Foreman	61	69,276
Foreman Special Grade	65	72,039
Superintendent, Centennial Park Supervisor	77	80,945
Royal Botanic Gardens and Mount Tomah		
1st year of service	68	74,174
2nd year of service	71	76,522
3rd year of service	73	77,973
Development Officer (Horticulture)		
	81	84,188
	82	85,098
	84	86,684
Living Collections Registrar		
Mount Tomah	46	60,154
	50	62,523
	53	64,193
	56	66,009

General Division Driver/Assistant etc Various Departments Agreement No.2478 of 1985

Car Drivers/Assistants		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Car Drivers - Driver/General Assistant	33	53,490
Departmental - Driver/Assistant	39	56,548
Departmental - Driver/Assistant (in Charge), Public Works Department	43	58,684
Ministerial Driver/Assistant		
* Salary Class 52 with allowance to Salary Class 122	39	56,548
	80	83,439

General Division (Trade Based Groups) Agreement No.2301 of 1980; Amending Agreement 2317 of 1981; Determination No.764 of 1982

General Division (Trade Based Groups) Agreement		
	Common Salary Point	1.7.16 Per annum 2.50% \$
Artificer, Australian Museum and Art Gallery of NSW		
1st year of service	43	58,684
2nd year of service and thereafter	45	59,695
Clerk of Works - Various Departments		
1st year of service	68	74,174
2nd year of service	70	75,766
3rd year of service	73	77,973
4th year of service	75	79,384
5th year of service and thereafter	77	80,945
(Provided that in respect of officers appointed after 10th December, 1980, progression beyond the third year of service shall be dependent upon possession of the Building Foreman and Clerk of Works Certificate of the TAFE NSW*or a qualification deemed by the Industrial Authority to be appropriate and equivalent). (*Agencies are advised to check with TAFE institutes with regard to course qualifications)		
Deputy Senior Electrical Inspector, All Departments		
1st year of service	78	81,888
2nd year of service	80	83,439
Electrical Foreman, Various		
Grade 2	64	71,438
Grade 3	68	71,438
Grade 5	77	80,945
Electrical Inspectors, Various		
1st year of service	75	79,384
2nd year of service	77	80,945
Estimator, Various Departments		
1st year of service	68	74,174
2nd year of service	70	75,766
Fitter Operators, Various		
On appointment	51	63,008
(i) NSW Electrician's Licence		51.69
(ii) Department of Industrial Relations First Class Refrigeration Certificate		16.35
(iii) Department of Industrial Relations Electrically Fired Boiler Attendant's Certificate		8.70
(iv) Department of Industrial Relations Open All Class Boiler Attendant's Certificate		16.36
(v) Refrigeration Mechanic's Certificate Course of the Sydney Technical College		16.36
Provided that, in addition to the above salary, allowances shall be paid to a Fitter Operator who has a licence or certificate specified hereunder and who is required to act upon such licence or certificate during the course of his duties.		
Food and Beverage Controller		
(S.C. 53) 1st year		56,548
(S.C. 57) 2nd year		58,108
Food School Assistant		
(S.C. 23) 1st year		46,251
(S.C. 24) 4th year		46,654
(S.C. 26) 7th year		47,049

Foreman Electrical		
Grade 2 (T83)	64	71,438
Grade 3 (T96)	68	74,254
Grade 5 (T126)	77	80,945
Other than Electrical -		
Grade 1 (T59)	57	66,591
Grade 2 (T72)	61	69,276
Grade 3 (T85)	65	72,039
Grade 4 (T111)	73	77,973
Grade 5 (T125)	77	80,945
Assistant Mechanical Foreman - (T72)	61	69,276
Property and Maintenance Officer, Youth And Community Services		
1st year of service	77	80,945
2nd year of service and thereafter	80	83,439
Property Inspector, Public Trust Office		
1st year of service	64	71,438
2nd year of service	67	73,635
3rd year of service	69	75,025
4th year of service and thereafter	73	77,973
Radio Technician, Police		
1st year of service	47	60,785
2nd year of service	48	61,290
3rd year of service and thereafter	50	62,523
Scientific Instrument Maker, Various Departments		
1st year of service and thereafter	51	63,008
Senior Apprenticeship Supervisor, Department of Industrial Relations On appointment	78	81,888
Senior Electrical Inspector, Various Departments		
1st year of service	83	85,928
2nd year of service	85	87,591
Senior Estimator, Various Departments	71	76,522
Senior Mechanical Inspector		
1st year of service	83	85,928
2nd year of service and thereafter	85	87,591
Senior Radio Technician, Police and Forestry Commission		
1st year of service	57	66,591
2nd year of service and thereafter	58	67,248
Senior Works Supervisors, Various Departments		
1st year of service	83	85,928
2nd year of service and thereafter	85	87,591
Textile Maintenance Officer		
1st year	44	59,120
2nd year	46	60,154
3rd year	47	60,785
4th year	49	61,921
Works Supervisors, Various Departments		
1st year of service	78	81,888
2nd year of service and thereafter	80	83,439

Glenfield Park School Staff, Department of Education Determination No. 787 of 1983

Department of Education		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Gardener Glenfield Park SSP	27	50,739

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Guidance Officers, etc.(Excluding Department of Health)		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
(A) Non-Classified Positions Guidance Officer Department of Industrial Relations, Research Officer Department of Industrial Relations, Family and Community Services, Corrective Services, Department of Health NSW: Research Officer Non-Legally Qualified Law Reform Commission, Attorney General, Psychologist Department of Health NSW Corrective Services, Family and Community Services, Research Anthropologists Department of Health NSW, Social Anthropologists Department of Health NSW, Youth Counselling Officers Department of Industrial Relations		
1st year of service	43	58,684
2nd year of service	48	61,290
3rd year of service	54	64,754
4th year of service	60	68,582
5th year of service	66	72,890
6th year of service	71	76,522
7th year of service	75	79,384
8th year of service	79	82,542
9th year of service and thereafter	84	86,684
Clinical Psychologist Department of Health, Family and Community Services, Department of Attorney General		
1st year of service	79	82,542
2nd year of service	86	88,376
3rd year of service	91	92,912
4th year of service	96	97,798
5th year of service and thereafter	101	102,838
A Clinical Psychologist appointed to one of the following positions shall be paid as follows:		
Program Co-ordinator		
1st year of service	101	102,838
2nd year of service and thereafter	105	106,805
Senior Program Co-ordinator		
1st year of service	105	106,805
2nd year of service and thereafter	108	110,046
Program Director		
1st year of service	108	110,046
2nd year of service and thereafter	110	112,227
Project Director Department of Health NSW		
1st year of service	91	92,912
2nd year of service and thereafter	96	97,798
Rehabilitation Counsellor Workers Compensation Commission		

1st year of service	66	72,890
2nd year of service	71	76,522
3rd year of service and thereafter	75	79,384
Senior Rehabilitation Counsellor Workers Compensation Commission		
1st year of service	79	82,542
2nd year of service and thereafter	84	86,684
(B) Classified Positions (Group a) Senior Guidance Officer, District Guidance Officer, Grade I, Careers Research Officer, Division of Vocational Guidance Services, Department of Industrial Relations, Senior Research Psychologist Department of Health NSW On Appointment	101	102,838
Group (b) Deputy Senior Psychologist, Family and Community Services, Chief Research Psychologist, Department of Health NSW, Senior Research Officer, Senior Psychologist, Corrective Services, District Guidance Officer, Grade II, OIC Research Section, OIC		
Special Section for Handicapped Persons, Division of Vocational Guidance Services, Principal Counsellor, Youth Counselling Service, Department of Industrial Relations On Appointment	105	106,805
Group (c) Senior Clinical Psychologist, Department of Health NSW, and Family and Community Services, Regional Psychologist New England Region, Department of Health NSW, Psychologist In Charge Department of Health NSW On Appointment	105	106,805
Group (d) Chief Guidance Officer Department of Industrial Relations On Appointment	110	112,227
Chief Psychologist Corrective Services On Appointment	114	116,632
Assistant Director Division of Vocational Guidance Services Department of Industrial Relations On Appointment	115	117,786
Deputy Director, Division of Health Services, Research Department of Health, NSW, Principal Clinical Psychologist, Principal Psychologist, Department of Health NSW, Senior Research Consultant (Personal to Dr. J. Kraus) Family and Community Services, Principal Psychologist, Psychological Counselling Service, Family and Community Services Principal Psychologist (Bureau of Personal Health Services) Department of Health NSW On Appointment	120	123,985
Deputy Director, Division Of Vocational Guidance Services, Department of Industrial Relations On Appointment	125	130,337

Note: For Psychologist classifications refer to the Crown Employees (Psychologists) Award or Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Interpretive Assistants, National Parks and Wildlife Service		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Interpretive Assistants		
Year 1	43	58,684
Year 2	47	60,785

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments; Agreement No.2369 of 1982

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments		
Classifications	Common Salary Point	1.7.16 Per annum 2.50% \$
Laboratory Attendant (Junior)		
At 16 and under	4	29,127
At 17	6	33,054
At 18	8	37,542
At 19	11	42,495
At 20	18	46,251
Laboratory Attendant General Scale (Adult)		
1st year of service	24	49,521
2nd year of service	26	50,334
3rd year of service and thereafter	28	51,168
Laboratory Attendant Grade 1 (Adult)		
1st year of service	28	51,168
2nd year of service	31	52,551
3rd year of service and thereafter	33	53,490
Technical Officer (Scientific) Grade 1		
1st year of service	36	54,983
2nd year of service	38	55,970
3rd year of service	41	57,656
4th year of service	43	58,684
5th year of service	46	60,154
6th year of service and thereafter	50	62,523
7th year of service	53	64,193
8th year of service and thereafter	56	66,009
Technical Officer (Scientific) Grade II		
1st year of service	63	70,751
2nd year of service	66	72,890
3rd year of service	70	75,766
4th year of service	76	80,259
Senior Technical Officer (Scientific) Grade 1		
1st year of service	81	84,188
2nd year of service	83	85,928
3rd year of service and thereafter	84	86,684
Senior Technical Officer (Scientific) Grade II		
1st year of service	84	86,684
2nd year of service	87	89,326
3rd year of service	89	91,123
4th year of service	92	93,772
5th year of service and thereafter	95	96,784

Trainee Technical Officer (Scientific)		
1st year	5	30,976
2nd year	7	35,134
3rd year	9	39,810
4th year	13	43,303

Legal Officers, Various Departments Agreement No.2375 of 1982

Legal Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	63,008
2nd year of service	55	65,396
3rd year of service	58	67,248
4th year of service	61	69,276
5th year of service	65	72,039
Grade II		
1st year of service	73	77,973
2nd year of service	78	81,888
3rd year of service	84	86,684
4th year of service	89	91,123
5th year of service	93	94,757
Grade III		
1st year of service	98	99,862
2nd year of service	101	102,838
3rd year of service	105	106,805
Grade IV		
1st year of service	112	114,430
2nd year of service	114	116,632
Grade V		
1st year of service	119	122,648
2nd year of service	121	125,052
Grade VI		
1st year of service	126	131,751
2nd year of service	128	134,528

Maintenance Officer State Library of NSW, Determination No.939 of 2004

Maintenance Officer State Library of NSW	
Classification	1.7.16 Per annum 2.50% \$
Maintenance Officer	
1st year of service	60,009
2nd year of service	63,204

Media Monitoring Unit, Premier's Department Agreement No.2546 of 1997

Media Monitors		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Media Monitor, Level 1		
1st year of service	61	69,276
2nd year of service	65	72,039
3rd year of service	69	75,025
4th year of service	74	78,592
Senior Media Monitor, Level 2		
1st year of service	78	81,888
2nd year of service	82	85,098
3rd year of service	86	88,376
4th year of service	89	91,123

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No.953 of 2007

Ministerial Drivers		
	Common Salary Point	1.7.16 Per annum 2.50% \$
Ministerial Driver	39	56,548
Out of Hours Work Allowance (calculated as 34 hours at ordinary time of base salary)	-	50,595

Miscellaneous Professional Officers, Department of Water Resources Agreement No.2535 of 1991

Miscellaneous Professional Officers, Department of Water Resources		
Classification and Grades	Common Salary Points	1.7.16 Per annum 2.50% \$
Cadets/Trainees		
1st year of service	8	37,542
2nd year of service	11	42,495
3rd year of service	17	45,800
4th year of service	25	49,929
5th year of service	32	53,060
6th year of service	37	55,509
General Scale		
1st year of service	37	55,509
2nd year of service	44	59,120
3rd year of service	51	63,008
4th year of service	58	67,248
5th year of service	64	71,438
6th year of service	71	76,522
Grade 1		
1st year of service	72	77,174
2nd year of service	75	79,384
3rd year of service	78	81,888
Thereafter	81	84,188

Grade 2		
1st year of service	85	87,591
Thereafter	87	89,326
Grade 3		
1st year of service	90	92,026
Thereafter	95	96,784
Grade 4		
1st year of service	99	100,820
Thereafter	102	103,822
Grade 5		
1st year of service	108	110,046
Thereafter	111	113,324
Grade 6		
1st year of service	116	118,943
Thereafter	121	125,052

Parliament House, Administrative and Clerical Officers, Determination of the Presiding Officers

Administrative and Clerical Officers, Parliament House		
Classification and Grades	Common Salary Points	1.7.16 Per annum 2.50% \$
Clerks General Scale		
1st year of service or 18	7	35,134
2nd year of service min. at 20	11	42,495
3rd year of service min. at 21	17	45,800
4th year of service	20	47,049
5th year of service	23	49,039
6th year of service	25	49,929
7th year of service	28	51,168
8th year of service	32	53,060
9th year of service	36	54,983
10th year of service	40	57,015
Officer with HSC at 19 paid not less than	9	39,810
Grade 1 -		
1st year of service	46	60,154
Thereafter	49	61,921
Grade 2 -		
1st year of service	52	63,649
Thereafter	55	65,396
Grade 3 -		
1st year of service	58	67,248
Thereafter	61	69,276
Grade 4 -		
1st year of service	64	71,438
Thereafter	67	73,635
Grade 5 -		
1st year of service	75	79,384
Thereafter	78	81,888
Grade 6 -		
1st year of service	82	85,098
Thereafter	85	87,591
Grade 7 -		
1st year of service	88	90,215
Thereafter	91	92,912

Grade 8 - 1st year of service	95	96,784
Thereafter	98	99,862
Grade 9 - 1st year of service	101	102,838
Thereafter	104	105,730
Grade 10 - 1st year of service	108	110,046
Thereafter	111	113,324
Grade 11 - 1st year of service	116	118,943
Thereafter	120	123,985
Grade 12 - 1st year of service	126	131,751
Thereafter	130	137,557

Parliament House, Other Clerical Officers Determinations of the Presiding Officers

Other Clerical Officers, Parliament House		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade 1 - Group A - 1st year of service or under 17	1	24,457
2nd year of service or 17	4	29,127
3rd year of service or 18	6	33,054
Group B - 1st year of service or under 17	2	26,095
2nd year of service or 17	4	29,127
3rd year of service	6	33,054
Grade 1 - 4th year of service 19	9	39,810
5th year of service 20	11	42,495
6th year of service	17	45,800
7th year of service	20	47,049
8th year of service	23	49,039
9th year of service	25	49,929
10th year of service	28	51,168
Grade 1/2 - Group C - 1st year of service or under 17	3	27,472
2nd year of service or 17	6	33,054
3rd year of service or 18	9	39,810
Group D only - Officer with HSC at 19 paid not less than	9	39,810
4th year of service or 19	11	42,495
5th year of service or 20	17	45,800
6th year of service	20	47,049
7th year of service	23	49,039
8th year of service	25	49,929
9th year of service	28	51,168
10th year of service	32	53,060
11th year of service	36	54,983
12th year of service	40	57,015

Grade 3 - 1st year of service	46	60,154
2nd year of service	49	61,921
Grade 3/4 - 1st year of service	46	60,154
2nd year of service	49	61,921
3rd year of service	52	63,649
4th year of service	55	65,396
Grade 4 - 1st year of service	52	63,649
2nd year of service	55	65,396
Grade 5 - 1st year of service	58	67,248
2nd year of service	61	69,276
Grade 6 - 1st year of service	64	71,438
2nd year of service	67	73,635
Grade 7 - 1st year of service	75	79,384
2nd year of service	78	81,888
Grade 8 - 1st year of service	82	85,098
2nd year of service	85	87,591

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Attendant Staff		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Parliamentary Officer - Attendant, Grade 1		
1st year of service	32	53,060
2nd year of service	36	54,983
Thereafter	40	57,015
Grade 2		
1st year of service	41	57,656
Thereafter	43	58,684
Grade 3		
1st year of service (Level 1)	46	60,154
Thereafter (Level 2)	49	61,921
Grade 4	55	65,396
Grade 5	61	69,276

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff), Agreement 2379 of 1981, Agreement 2381 of 1981, Agreement 2382 of 1981

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff)		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
**Parliamentary Officers Chef - Grade 4 (Head Chef)		
1st year	82	85,098
2nd year and thereafter	85	87,591

**Parliamentary Officer Chef - Grade 3 (Chef)	47	60,785
**Parliamentary Officer Chef - Grade 2 - (Assistant Chef)	37	55,509
Parliamentary Steward		
1st year	48	61,290
2nd year and thereafter	50	62,523
Dining Room Supervisor	40	57,015
Assistant Dining Room Supervisor	32	53,060
**Catering Supervisor (Cafeteria Supervisor)	34	53,992
**Catering Supervisor (Room Service Supervisor)	32	53,060
Senior Dining Room Attendant/Cleaner	29	51,694
Dining Room Attendant/Cleaner	27	50,739
Senior Bartender	30	52,136
Bartender	-	49,500
Kitchen Attendant	27	50,739
Kitchen Assistant	-	47,871
Stock Clerk -		
1st year	38	55,970
2nd year	40	57,015
3rd year and thereafter	43	58,684
Pantry Supervisor	34	53,992
Assistant Pantry Supervisor	30	52,136
**Cleaning Supervisor (Foreman Cleaner)	30	52,136
**Assistant Cleaning Supervisor		
(Assistant Foreman Cleaner)	-	49,500
General Useful	-	47,871
Stores Officer		
1st year	-	56,548
2nd year and thereafter	-	57,656
Housekeeper	-	46,555
*Senior Laundry Assistant	-	46,135
Laundry Assistant	-	45,677
Cleaner	-	45,677
**Horticulturalist Grade 2	32	53,060
(Gardener - experienced)		
*Attendant/Gatekeeper	-	47,871
*Parliament House Security Officer	41	57,656
*Position deleted from establishment.		
**Title of position changed - old title appears in brackets.		

Parole Officers, Department of Corrective Services, Industrial Authority Determination

Parole Officers, Department of Corrective Services		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Parole Officer		
Min 3	58	67,248
Max 3	61	69,276
Min 4	64	71,438
Max 4	67	73,635
Min 5	75	79,384
Max 5	78	81,888
Min 6	82	85,098
Max 6	85	87,591
Unit Leader		
Min 7	88	90,215

Max 7	91	92,912
Min 8	95	96,784
Max 8	98	99,862
District Manager 4		
Min 7	88	90,215
Max 7	91	92,912
Min 8	95	96,784
District Manager 3		
Min 8	95	96,784
Max 8	98	99,862
Min 9	101	102,838
Max 9	104	105,730
District Manager 2		
Min 9	101	102,838
Max 9	104	105,730
Min 10	108	110,046
Max 10	111	113,324
District Manager 1		
Min 10	108	110,046
Max 10	111	113,324
Min 11	116	118,943
Max 11	120	123,985

Petty Sessions Officers - Local Courts Administration Determination 741 of 1982

Petty Sessions Officers - Local Courts Administration		
Classification and Grades	Common Salary	1.7.16 Per annum 2.50% \$
Grade 1/2		
1st year of service	7	35,134
2nd year of service	11	42,495
3rd year of service	17	45,800
4th year of service	20	47,049
5th year of service	23	49,039
6th year of service	25	49,929
7th year of service	28	51,168
8th year of service	32	53,060
9th year of service	36	54,983
10th year of service	40	57,015
Officer with HSC at 19 paid not less than	9	39,810
General Scale		
Grade 3		
1st year of service Max 1	49	61,921
2nd year of service Min 2	52	63,649
Thereafter Max 2	55	65,396
Grade 4		
1st year of service Max 3	61	69,276
2nd year of service Min 4	64	71,438
Thereafter Max 4	67	73,635
Grade 5		
1st year of service Max 5	78	81,888
2nd year of service Min 6	82	85,098
Thereafter Max 6	85	87,591
Grade 6		
1st year of service Min 8	95	96,784
Thereafter Max 9	104	105,730

Grade 7		
1st year of service Min 11	116	118,943
Thereafter Min 12	126	131,751

Pharmacists Agreement 2441 of 1982

Pharmacists		
Classification and Grade		1.7.16 Per annum 2.50% \$
Pharmacist - Grade 1		
1st year		57,564
2nd year		59,715
3rd year		63,371
4th year		67,736
5th year		72,434
6th year		77,035
7th year		80,768
8th year		83,369
Pharmacist - Grade 2 After 2 yrs on maximum		85,858
Part-time Pharmacist		46.00
Pharmaceutical Advisor, Pharmaceutical Services Branch		
1st year		93,273
2nd year		96,402
3rd year		99,096
4th year		101,794
Principal Pharmaceutical Advisor Pharmaceutical Services Branch		
1st year		111,458
2nd year		114,269
Deputy Chief Pharmacist Pharmaceutical Services Branch		
1st year		118,055
2nd year		120,993
Chief Pharmacist Pharmaceutical Services Branch		
1st year		130,305
2nd year		133,365
Chief Pharmacist Group 1 & 3, Grade 5 Corrections Health Service		
1st year		111,452
2nd year		114,270

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 963 of 2008

Psychologists, Community Offender Services - Department of Corrective Services		
Classification and Grades	Common Salary Points	1.7.16 Per annum 2.50% \$
Senior Psychologist Year 1	-	114,249
Senior Psychologist Year 2	-	119,055
Senior Psychologist Year 3 and thereafter	-	123,860

Senior Specialist Psychologist Year 1	-	133,472
Senior Specialist Psychologist Year 2	-	137,307
Senior Specialist Psychologist Year 3 and thereafter	-	141,179
Community Based Incidental Allowance	-	2,895

Publicity Officers and Public Relations Officers Agreement No.2126 of 1975

Publicity Officers and Public Relations Officers		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Assistant Publicity Officers		
1st year of service	59	67,951
2nd year of service	62	69,929
Publicity Officers		
1st year of service	69	75,025
2nd year of service	72	77,174
3rd year of service and thereafter	74	78,592
Senior Publicity Officers, Dept of Education & Training		
1st year of service and thereafter	100	101,851
Public Relations Officer		
Grade II		
1st year of service	87	89,326
2nd year of service	89	91,123
3rd year of service and thereafter	91	92,912
Grade I		
1st year of service	103	104,779
2nd year of service	105	106,805
3rd year of service and thereafter	107	108,965
Allowance in lieu of overtime (per annum)	-	11,756

Scientific Officers Various Departments Agreement No. 2433 of 1982

Scientific Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade I		
1st year of service	46	60,154
2nd year of service	50	62,523
3rd year of service	56	66,009
4th year of service	63	70,751
5th year of service	70	75,766
6th year of service and thereafter	76	80,259
Grade II		
1st year of service	81	84,188
2nd year of service	84	86,684
3rd year of service	87	89,326
4th year of service and thereafter	91	92,912
Grade III		
1st year of service	95	96,784
2nd year of service	98	99,862
3rd year of service and thereafter	100	101,851

Grade IV		
1st year of service	105	106,805
2nd year of service	108	110,046
3rd year of service and thereafter	110	112,227
Grade V		
1st year of service	114	116,632
2nd year of service and thereafter	117	120,124
Grade VI		
1st year of service	120	123,985
2nd year of service	123	127,514

Security Officers and Senior Security Officers Various Departments Determination No.768 of 1982

Security Officers and Senior Security Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Security Officer	25	49,929
Senior Security Officer	30	52,136
Chief Security Controller - Sydney		
1st year	75	79,384
2nd year	78	81,888
Chief Security Officer - Sydney		
(S.C. 85) 1st year	60	68,582
(S.C. 92) 2nd year	64	71,438
Newcastle - (S.C. 80)	57	66,591

Social Workers, Various Departments Agreement No.2374 of 1982

Social Workers, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Social Worker, Community Services		
Consultant		
1st year of service	44	59,120
2nd year of service	49	61,921
3rd year of service	55	65,396
4th year of service	61	69,276
5th year of service	67	73,635
6th year of service	71	76,522
7th year of service	75	79,384
8th year of service	79	82,542
9th year of service and thereafter	84	86,684
Senior Allotment Officer	89	91,123
Community Services Officer	96	97,798
Social Worker Grade I	89	91,123
Senior Social Worker	96	97,798
Regional Social Work Adviser		
South Eastern, Orana and Far West and South Western Health Regions	89	91,123
Central Western, North Coast, Illawarra and New England Health Regions	96	97,798
Southern Metropolitan, Northern Metropolitan, Western Metropolitan and Hunter Health Regions	107	108,965

**Stores Officers Various Departments Agreement No. 2038 of 1973; Determination 534 of 1978;
Determination 747 of 1982**

Stores Officer, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Stores Officers		
Grade 1		
1st year of service	31	52,551
2nd year of service and thereafter	33	53,490
Grade 2		
1st year of service	34	53,992
2nd year of service and thereafter	35	54,429
Grade 3		
1st year of service	36	54,983
2nd year of service and thereafter	37	55,509
Grade 4		
1st year of service	39	56,548
2nd year of service	41	57,656
3rd year of service and thereafter	41	57,656
Stores and Despatch Officer Art Gallery of N.S.W.		
1st year of service	39	56,548
2nd year of service	40	57,015
3rd year of service and thereafter	41	57,656
Drug Checker and Counter Hand Commercial Services Group		
1st year of service	37	55,509
2nd year of service and thereafter	38	55,970
Area Supervisors Commercial Services Group		
1st year of service	46	60,154
2nd year of service and thereafter	48	61,290
Second O.I.C. (Other Areas) Commercial Services Group		
1st year of service	37	55,509
2nd year of service and thereafter	38	55,970
Area Supervisors (Shea's Creek Stores) Despatch Section, Government Supply Department		
1st year of service	52	63,649
2nd year of service and thereafter	55	65,396
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	49	61,921
2nd year of service and thereafter	51	63,008
Section O.I.C. (Areas) Commercial Services Group		
1st year of service	41	57,656
2nd year of service and thereafter	43	58,684
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	39	56,548
2nd year of service and thereafter	40	57,015
Assistant Inspector of Packing and Quality Control, Commercial Services Group	56	66,009
Inspector of Packing and Quality Control, Commercial Services Group	59	67,951
Controller of Order Processing, Commercial Services Group	59	67,951
Stores Controller, CMA	46	60,154
Assistant Stores Controller, CMA	40	57,015
Chief Stores Officer, Government Motor Garage		
1st year of service	46	60,154
2nd year of service	48	61,290
3rd year of service and thereafter	49	61,921

**Surveyors, Trigonometrical surveyors and Cartographic Surveyors, Various Departments Agreement
No. 2449 of 1982**

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade I		
1st year of service	50	62,523
2nd year of service	56	66,009
3rd year of service	63	70,751
4th year of service	70	75,766
5th year of service and thereafter	76	80,259
Grade II		
1st year of service	82	85,098
2nd year of service	86	88,376
3rd year of service	89	91,123
4th year of service and thereafter	92	93,772
Grade III		
1st year of service	97	98,782
2nd year of service	100	101,851
3rd year of service	104	105,730
4th year of service and thereafter	107	108,965
Grade IV		
1st year of service	112	114,430
2nd year of service	115	117,786
3rd year of service and thereafter	117	120,124
Grade V		
1st year of service	121	125,052
2nd year of service and thereafter	123	127,514

Technical Officers (Engineering) Determination No.803 of 1983

Technical Officers (Engineering)		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade 1		
1st year of service	48	61,290
2nd year of service	51	63,008
3rd year of service	54	64,754
4th year of service	56	66,009
5th year of service	59	67,951
Grade 2		
1st year of service	64	71,438
2nd year of service	66	72,890
3rd year of service	68	74,174
4th year of service	70	75,766
Grade 3		
1st year of service and thereafter	77	80,945
Senior Technical Officer		
Grade 1		
1st year of service	75	79,384
2nd year of service	77	80,945
3rd year of service	80	83,439

Grade 2		
1st year of service	83	85,928
2nd year of service	86	88,376
Grade 3	90	92,026

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technical Surveyors, All Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Assistant Technical Surveyors		
1st year of service	2	26,095
2nd year of service	5	30,976
3rd year of service	7	35,134
4th year of service	11	42,495
5th year of service	17	45,800
6th year of service	20	47,049
7th year of service	23	49,039
8th year of service	25	49,929
9th year of service	28	51,168
10th year of service	32	53,060
11th year of service	36	54,983
12th year of service	40	57,015
13th year of service	46	60,154
14th year of service	49	61,921
15th year of service	52	63,649
16th year of service	55	65,396
Officer with HSC at 19 paid not less than	9	39,810
Technical Surveyor		
Grade 1		
1st year of service	58	67,248
2nd year of service	61	69,276
3rd year of service	64	71,438
4th year of service	67	73,635
Grade 2		
1st year of service	73	77,973
2nd year of service	76	80,259
3rd year of service	80	83,439
4th year of service	83	85,928
Grade 3		
1st year of service	88	90,215
2nd year of service	91	92,912

**Technician (Security Services), Department of Education and Training, Public Service Board
Determination, dated 4 February, 1988**

Technician (Security Services) - Department of Education and Training		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Grade 1		
Year 1	59	67,951
Thereafter	60	68,582

Grade 2		
Year 1	62	69,929
Thereafter	63	70,751
On call allowance	-	256.80

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard) Salaries Agreement No.2418 of 1982

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard)		
Classification and Grades	Common Salary Point	1.7.16 Per annum \$
Timekeeper and/or Storekeeper		
Grade I		
1st year of service	34	53,992
2nd year of service	37	55,509
Grade II		
1st year of service	39	56,548
2nd year of service	42	58,108
Assistant to Supervisory Timekeeper		
On Appointment	43	58,684
Special Grade		
1st year of service	45	59,695
2nd year of service	46	60,154

Tracers, Various Departments Agreement No.2192 of 1975

Tracers, Various Departments		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
General Scale		
1st year of service or under 17	2	26,095
2nd year of service or 17	4	29,127
3rd year of service or 18	6	33,054
4th year of service or 19	8	37,542
5th year of service or 20	10	42,109
6th year of service or 21	17	45,800
7th year of service	19	46,654
8th year of service	23	49,039
9th year of service	25	49,929
Grade 1		
1st year of service	26	50,334
2nd year of service	28	51,168
Grade 2		
1st year of service	31	52,551
2nd year of service	33	53,490
Grade 3		
1st year of service	35	54,429
2nd year of service	37	55,509
Grade 4		
1st year of service	39	56,548
2nd year of service	40	57,015

Visual Aids Officers Agreement No.1810 of 1971

Department of Education and Training/TAFE		
Classification	Common Salary Point	1.7.16 Per annum 2.50% \$
Non-Graduate		
1st year	41	57,656
2nd year	47	60,785
3rd year	52	63,649
4th year	57	66,591
5th year	62	69,929
6th year	66	72,890
7th year	79	75,025
8th year	71	76,522
Graduate		
1st year	43	58,684
2nd year	48	61,290
3rd year	54	64,754
4th year	60	68,582
5th year	66	72,890
6th year	71	76,522
7th year	75	79,384
8th year	79	82,542
9th year	84	86,684
Senior Visual Aids Officer		
1st year	81	84,188
2nd year	85	87,591
3rd year	89	91,123
4th year	94	95,776

J.V. MURPHY, Commissioner

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(1901)

SERIAL C8540

CROWN EMPLOYEES (SAS TRUSTEE CORPORATION) AWARD 2016

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.

(Case No. 2016/00167948)

Before Commissioner Murphy

2 June 2016

AWARD

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1. Arrangement

Clause No. Subject Matter

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2. Title

This award shall be known as the Crown Employees (SAS Trustee Corporation) Award 2016.

3. Definitions

- 3.1 Act means the Government Sector Employment Act 2013.
- 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 Agreement means an agreement referred to in section 51 of the Act or an agreement as defined in the Industrial Relations Act 1996 (NSW).
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

- 3.4 At the convenience of means the operational requirements permit the employee's release from duty or that satisfactory arrangements are able to be made for the performance of the employee's duties during the absence.
- 3.5 Award means an award as defined in the Industrial Relations Act 1996.
- 3.6 Birth means the birth of a child and includes stillbirth.
- 3.7 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.
- 3.8 Casual Employee means any employee engaged in terms of section 43 of the Act, and any guidelines issued thereof or as amended from time to time.
- 3.9 Chief Executive Officer means the Chief Executive of SAS Trustee Corporation as defined in the Superannuation Administration Act 1996 (NSW) or any acting Chief Executive Officer.
- 3.10 Contract hours, for the day for a full time employee, means one fifth of the 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.
- 3.11 Corporation means the SAS Trustee Corporation, as defined in the Act.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Day worker means an employee who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.14 Employees means persons employed by the Corporation under Section 21 of the Act whose positions and rates of pay are set out in Table 2 - Salary Rates of Part B Monetary Rates of this award. For the purposes of maternity leave, as set out in clause 64, Parental Leave of this award, employee means a female employee.
- 3.15 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.
- 3.16 Extended leave means extended (long service) leave to which an employee is entitled under the provisions of the Act, as amended from time to time.
- 3.17 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.
- 3.18 Flexible working hours debit means the contract hours not worked by an employee and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.19 Flexible working hours scheme means the scheme outlined in clause 21, Flexible Working Hours of this award which enables employees, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.20 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director of Public Employment, Unions NSW and affiliated unions which enables employees to rearrange their work pattern.
- 3.21 Flex leave means a period of leave available to be taken by an employee as specified in subclause 21.16 of clause 21, Flexible Working Hours of this award.

- 3.22 Full day means the standard full time contract hours for the day, i.e. seven hours.
- 3.23 Full pay or half pay means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.24 Full-time contract hours means the standard weekly hours, that is, 35 hours per week required to be worked.
- 3.25 Full-time employee means an employee whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.26 Half day means half the standard contract hours for the day.
- 3.27 Headquarters means the centre(s) to which an employee is attached or from which an employee is required to operate on a long-term basis.
- 3.28 Industrial action means industrial action as defined in the Industrial Relations Act 1996 (NSW).
- 3.29 Industrial Relations Secretary means the person, within the meaning of the Government Sector Employment Act 2013, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.
- 3.30 Local Arrangement means an agreement reached at the organisational level between the Chief Executive Officer and the Association.
- 3.31 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.
- 3.32 Normal hours of duty means:
- for an employee working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for an employee working under a flexible working hours scheme or local arrangement - the hours of duty the Chief Executive Officer requires an employee to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.33 Normal work means, for the purposes of subclause 9.10 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the employee's position or job description at the location where the employee was employed, at the time the grievance or dispute was notified by the employee.
- 3.34 On duty means the time required to be worked for the Corporation. For the purposes of clause 42, Trade Union Activities Regarded as On Duty of this award, on duty means the time off with pay given by the Corporation 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.
- 3.35 On loan means an arrangement between the Corporation 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 Corporation for the employee's salary and associated on-costs.
- 3.36 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 2 - Salary Rates of Part B Monetary Rates of this award calculated using the formula set out in clause 12, Casual Employment of this award.

- 3.37 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 employees' ordinary hours of duty.
- 3.38 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.39 Part-time employee means an employee whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.40 Prescribed starting time means, for an employee not working under a flexible working hours scheme, the commencement of standard daily hours of that employee. For an employee working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that employee.
- 3.41 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.
- 3.42 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.
- 3.43 Residence, in relation to an employee, means the ordinary and permanent place of abode of the employee.
- 3.44 Special leave means the employee 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.
- 3.45 Standard hours are set and regular hours of operation as determined by the Chief Executive Officer in accordance with any direction under the Act. 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.
- 3.46 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 Chief Executive Officer, if the activities to be undertaken are considered to be of relevance or value to the Corporation and/or the public service.
- 3.47 Study Time means the time allowed off from normal duties on full pay to an employee who is studying in a part-time course which is of relevance to the Corporation and/or the public service.
- 3.48 Supervisor means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.49 Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.
- 3.50 Trade Union or Union means a registered trade union, as defined in the Industrial Relations Act 1996.
- 3.51 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.
- 3.52 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.
- 3.53 Workplace Management means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the Corporation or part of the Corporation.

4. Parties to the Award

The parties to this award are:

SAS Trustee Corporation, as defined by the Government Sector Employment Act 2013;

Industrial Relations Secretary; 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 SAS Trustee Corporation and the Association.

6. Coverage

The provisions of this Award shall apply to employees employed by the SAS Trustee Corporation under in positions to which the classification structure and/or salary range contained in table 2 of this Award applies.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed by the SAS Trustee Corporation, to encourage the consultative processes at the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of the Corporation's 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 covered by this award by:
- 8.1.1 the development of policies and guidelines for the Corporation and, as and when appropriate for individual organisations, 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; and to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies.
 - 8.1.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - 8.1.4 developing strategies to assist the rehabilitation of injured employees;
 - 8.1.5 directly involving the Chief Executive Officer in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The Corporation 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 Corporations 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 if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the 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 Chief Executive Officer 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 Chief Executive Officer.
- 9.6 If the matter remains unresolved, the Chief Executive Officer 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.
- 9.7 An employee, at any stage, may request to be represented by the Association.
- 9.8 The employee or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.9 The employee, the Association, and the Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.10 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, 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. Salaries and Grades

- 10.1 The salaries payable to the employees are prescribed in Table 2 - Salary Rates of Part B, Monetary Rates, of this award.
- 10.2 Positions within SAS Trustee Corporation will be attributed to a classification grade by way of a job evaluation methodology and criteria agreed to by the parties.
- 10.3 The Corporation and employee(s) can agree to salary sacrifice arrangements consistent with the arrangements under the Crown Employees (Public Sector - Salaries 2015) Award or any variation or replacement award.

SECTION 2 - ATTENDANCE/HOURS OF WORK

11. Working Hours

- 11.1 Ordinary hours of work are 35 hours per week.
- 11.2 Where employees work under a flexitime arrangement work hours are averaged over a 4 week period.
- 11.3 The Chief Executive Officer may require an employee to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 11.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- 11.3.2 any risk to employee's health and safety,
- 11.3.3 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,
- 11.3.4 the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
- 11.3.5 any other relevant matter.
- 11.4 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.

12. Casual Employment

- 12.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
- 12.2.1 A casual employee is engaged and paid on an hourly basis.
- 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 12.2.3 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 arrangement covering the particular class of work or are required by the usual work pattern of the position.
- 12.3 Rate of Pay
- 12.3.1 Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
- Annual salary divided by 52.17857 divided by the ordinary weekly hours.
- 12.3.2 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.

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

12.3.4 The loadings specified in paragraph 12.3.2 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.

12.4 Overtime

12.4.1 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 arrangement covering the particular class of work or are required by the usual work pattern of the position; or
- (b) In excess of the standard weekly roster of hours for the particular class of work; or
- (c) In accordance with a local arrangement.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 77, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

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

12.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. In addition to the provisions set out in the Industrial Relations Act 1996 (NSW), the Chief Executive Officer 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 the Corporation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

12.6 Personal Carers entitlement for casual employees

12.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 70.4.2 of clause 70, 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 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

12.6.2 The Chief Executive Officer 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.

12.6.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Corporation 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.

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

12.7 Bereavement entitlements for casual employees

12.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Chief Executive Officer).

12.7.2 The Chief Executive Officer 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.

12.7.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not engage a casual employee are otherwise not affected.

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

12.8 Application of other clauses of this Award to casual employees

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

11	Working Hours
16	Variation of Hours
17	Natural Emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard Working Hours

21-23	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
37	Room at Home Used as Office
38	Semi-Official Telephones
42-48	relating to Trade Union activities
52	Travelling and other costs of Trade Union Delegates
56	Leave - General Provisions
58-73	relating to the various Leave provisions
75	Study Assistance
76	relating to Overtime
81	Payment for Overtime or Leave in Lieu

13. Part-Time Employment

13.1 General

13.1.1 This clause shall only apply to part-time employees whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the Chief Executive Officer. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

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

13.1.4 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.

13.1.5 Before commencing part-time work, the Chief Executive Officer 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, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time employee; and
- (c) the classification applying to the work to be performed;

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

13.2 Additional hours

13.2.1 The Chief Executive Officer 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 clause 21 of this award, have the time worked credited as flex time.

13.2.2 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 80, Rate of Payment for Overtime of this award.

14. Morning and Afternoon Breaks

Employees 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. Employees may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks and Lactation Breaks

15.1 General meal breaks

15.1.1 Meal breaks must be given to and taken by employees. No employee 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 employee agrees. If the employee 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 an employee or a group of employees 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 Chief Executive Officer and the Association to provide for payment of a penalty.

15.2 Lactation Breaks

15.2.1 This clause 15.2 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.

15.2.2 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.

15.2.3 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.

15.2.4 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 as per 15.2.2 and 15.2.4 is met.. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the employee.

15.2.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

15.2.6 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 identify reasonable alternative arrangements for the employee's lactation needs.

15.2.7 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.

15.2.8 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 70, Sick Leave to care for a Family Member, of this Award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this Award, where applicable.

16. Variation of Hours

- 16.1 If the Chief Executive Officer is satisfied that an employee is unable to comply with the general hours operating in the Corporation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- 16.1.1 the variation does not adversely affect the operational requirements;
 - 16.1.2 there is no reduction in the total number of daily hours to be worked;
 - 16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - 16.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;
 - 16.1.5 no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;
 - 16.1.6 ongoing arrangements are documented; and
 - 16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

- 17.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or
 - 17.1.2 negotiate an alternative working location with the Corporation; and/or
 - 17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

18. Notification of Absence from Duty

- 18.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible.
- 18.2 If an employee is absent from duty without authorised leave to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the employee's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Chief Executive Officer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
 - 19.1.2 a local holiday in that part of the State at or from which the employee performs duty; or
 - 19.1.3 a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.

- 19.2 An employee required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 19.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

20. Standard Working Hours

- 20.1 Standard hours are set and regular with an hour for lunch and, if worked by the employee 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.
- 20.2 Urgent Personal Business - Where an employee needs to attend to urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If an employee is late for work, such employee must either take appropriate leave or, if the Chief Executive Officer agrees, make the time up in accordance with subclause 20.4 of this clause.
- 20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 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 employee and the Chief Executive Officer.

21. Flexible Working Hours

- 21.1 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.
- 21.2 A flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation, shall be extended to an employee working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to an employee working under a part time work arrangement.
- 21.4 Exclusion - Flexible working hours shall not apply to employees, who work permanent standard hours,
- 21.5 Attendance - An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m.
- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the employee up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer.
- 21.9 Settlement period - Unless a local arrangement has been negotiated, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.

- 21.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the employee's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - an employee may carry a maximum of 10 hours credit into the next settlement period.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee 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 employee shall develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 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.
- 21.13.3 Any debit of hours outstanding on an employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued 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.
- 21.14 Cessation of duty - An employee may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the employee's services terminate without a period of notice for reasons other than misconduct; or
- 21.14.2 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 could not be granted or
- 21.14.3 In such other circumstances as have been negotiated between the Chief Executive Officer and the Association.
- 21.14.4 Prior to an employee's last day of service the employee and supervisor shall ensure that the employee does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where an employee ceases duty in the Corporation 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.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 An employee may take off one full day or two half days in a settlement period of 4 weeks.

- 21.16.2 Where it appears an employee may exceed a 10-hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.17 Absence during coretime - Where an employee needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 57, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the employee to work standard hours and not flexible hours:
- 21.18.1 where the Chief Executive Officer decides that the working of flexible hours by an employee or members does not suit the operational requirements of the Corporation or section of the Corporation, the Association shall be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of an employee who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Non-Compliance

In the event of any persistent failure by an employee to comply with the hours of duty required to be worked, the Chief Executive Officer shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to Part 5 of the Act.

23. Flexible Work Practices

- 23.1 Nothing in this award shall affect the hours of duty of an employee who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 23.2 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.

24. Existing Hours of Work Determinations

Any existing Determination on local arrangements in respect of the hours of work which operated in the Corporation or part of the Corporation as at the effective date of this award, shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

25. Travelling Compensation

- 25.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Corporation.
- 25.2 The Chief Executive Officer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.

- 25.3 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.
- 25.4 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.
- 25.5 The Corporation 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.
- 25.6 Subject to subclause 25.11 of this clause, an employee who is required by the Chief Executive Officer 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.
- 25.7 If meals are provided by the Corporation at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 25.8 The payment shall be:
- 25.8.1 where the Corporation elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates or
 - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, or
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 25.8.2 where the Corporation elects not to pay the accommodation provider the employee shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - 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 1 - Allowances of Part B Monetary Rates.
- 25.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Chief Executive Officer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 25.10 Where an employee is unable to so satisfy the Chief Executive Officer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 25.11 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 64 of the Act and described in the Commentary and Guidelines on temporary staff assignments - section 66 and Cross-Agency Employment (section 65) of the Act.

26. Assistance With Public Transport Tickets for Travel to Work

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

27. Excess Travelling Time

- 27.1 Excess Travelling Time - A employee directed by the Chief Executive Officer to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Chief Executive Officer's discretion, be compensated for such time either by:
- 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 27.1.2 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 employee's supervisor.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
- 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
- 27.2.2 On a working day - subject to the provisions of subclause 27.3 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.
- 27.3 Compensation for excess travelling time shall exclude the following:
- 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 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;
- 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 Working on board ship where meals and accommodation are provided;
- 27.3.7 Any travel undertaken by an employee whose salary includes an all incidents of employment component;
- 27.3.8 Time within the flex time bandwidth;
- 27.3.9 Travel overseas.
- 27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

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

- 27.5 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.
- 27.6 Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 (as set out in the Crown Employees (Public Sector - Salaries 20015) Award and any variation or replacement award) 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.
- 27.7 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.

28. 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 clause 27, Excess Travelling Time of this Award

29. Meal Expenses on One-Day Journeys

- 29.1 A employee who is authorised by the Chief Executive Officer to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be reimbursed actual meal expenses properly and reasonably incurred for:-
- 29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 29.1.3 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.

30. Restrictions on Payment of Travelling Allowances

- 30.1 An allowance under clause 26, Travelling Compensation of this award is not payable in respect of:
- 30.1.1 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;
- 30.1.2 Any period of leave, except with the approval of the Chief Executive Officer or as otherwise provided by this clause; or
- 30.1.3 Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- 30.2 An employee who is in receipt of an allowance under clause 25, Travelling Compensation shall be entitled to reimbursement of incidental expenses properly and reasonably incurred in the following circumstances:
- 30.2.1 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

30.2.2 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.

31. Production of Receipts

Payment of any actual properly and reasonably incurred expenses shall be subject to the production of receipts.

32. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Chief Executive Officer 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 Chief Executive Officer.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

33. Allowance Payable for Use of Private Motor Vehicle

33.1 The Chief Executive Officer may authorise an employee to use a private motor vehicle for work where:

33.1.1 Such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or

33.1.2 Where the employee is unable to use other means of transport due to a disability.

33.2 An employee who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 1 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 33.4 of this clause.

33.3 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.

33.3.1 The casual rate is payable if an employee elects, with the approval of the Chief Executive Officer, 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.

33.3.2 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.

33.4 Deduction from allowance

33.4.1 Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

33.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 33.4.3 of this subclause.

33.4.3 Designated headquarters

- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

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

33.4.5 Where a headquarters has been designated per paragraph 33.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

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

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Corporation 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.

33.5 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 Chief Executive Officer.

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

34. Damage to Private Motor Vehicle Used for Work

34.1 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 Corporation, provided:

- 34.1.1 The damage is not due to gross negligence by the employee; and
- 34.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 34.2 Provided the damage is not the fault of the employee, the Corporation shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
 - 34.2.1 The damage was sustained on approved work activities; and
 - 34.2.2 The costs cannot be met under the insurance policy due to excess clauses.

35. Overseas Travel

Unless the Chief Executive Officer determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Corporation to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Premier and Cabinet Circular as issued from time to time.

36. Exchanges

- 36.1 The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the Corporation or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- 36.2 The conditions applicable to those employees who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case (Item 5 of Table 1 - Allowances of Part B Monetary Rates).
- 36.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 45, Conditions Applying to On Loan Arrangements of this award apply to employees who are loaned to the Association.

37. Room at Home Used as Office

- 37.1 Where no Corporation office is provided in a particular location - Where it is impractical to provide an office in a particular location, employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Corporation will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 6 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 37.2 Where an office exists in a particular location - Where a Corporation office or offices already exist in a particular location but the employee and the Chief Executive Officer agree that the employee could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 37.1 of this clause shall not apply in these circumstances.
- 37.3 Requirements - Arrangements under subclauses 37.1 or 37.2 of this clause shall be subject to:
 - 37.3.1 A formal agreement being reached in respect of the hours to be worked; and
 - 37.3.2 The occupational 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.

38. Semi-Official Telephones

- 38.1 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 Corporation, as and when required.
- 38.2 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.
- 38.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:
- 38.3.1 Give decisions, supply information or provide emergency services; and/or
- 38.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 38.4 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:
- 38.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;
- 38.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 38.4.3 The full cost of official local, STD and ISD calls.
- 38.5 To be eligible for reimbursement, an employee must submit their telephone account and a statement showing details of all official calls, including:
- 38.5.1 Date, time, length of call and estimated cost;
- 38.5.2 Name and phone number of the person to whom call was made; and
- 38.5.3 Reason for the call.

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

- 39.1 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 Corporation covering the damage to or loss of the personal property of the employee.
- 39.2 If a claim under subclause 39.1 of this clause is rejected by the insurer, the Chief Executive Officer may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 39.2.1 Is due to the negligence of the Corporation, another employee, or both, in the performance of their duties; or
- 39.2.2 Is caused by a defect in an employee's material or equipment; or
- 39.2.3 Results from an employee's protection of or attempt to protect Corporation property from loss or damage.
- 39.3 Compensation in terms of subclause 39.2 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 Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- 39.4 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.
- 39.5 Compensation for the damage sustained shall be made by the Corporation 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.

40. First Aid Allowance

- 40.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates.
- 40.2 The First Aid Allowance 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.
- 40.3 The First Aid Allowance shall not be paid during leave of one week or more.
- 40.4 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.
- 40.5 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 Corporation needs, and the cost of retraining First Aid Officers, are to be met by the Corporation.

41. Review of Allowances Payable in Terms of This Award

- 41.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 41.1.1 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 25, Travelling Compensation;
 - (b) Clause 29, Meal Expenses on One Day Journeys;
 - (c) Clause 79, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 41.1.2 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 33, Allowances Payable for the Use of Private Motor Vehicle.
- 41.1.3 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 37, Room at Home Used as Office;
 - (b) Clause 79, Overtime Meal Allowances, for supper.

41.1.4 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:

Clause 40, First-Aid Allowance;

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

42. Trade Union Activities Regarded as on Duty

42.1 An Association delegate will be released from the performance of normal Corporation 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:

42.1.1 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 Work Health and Safety Regulation 2011.

42.1.2 Attendance at meetings with workplace management or workplace management representatives;

42.1.3 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;

42.1.4 Giving evidence in court on behalf of the Corporation;

42.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

42.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

42.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Corporation; and

42.1.8 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.

43. Trade Union Activities Regarded as Special Leave

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

43.1.1 Attendance at annual or biennial conferences of the Association;

43.1.2 Attendance at meetings of the Association's Executive, Committee of Management or Councils;

43.1.3 Attendance at annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

- 43.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 43.1.5 Attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 43.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 43.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 42, 43 and 44 apply.

44. Trade Union Training Courses

- 44.1 The following training courses will attract the grant of special leave as specified below:-
 - 44.1.1 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 Chief Executive Officer and the Association.
 - 44.1.2 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.

45. Conditions Applying to on Loan Arrangements

- 45.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
 - 45.1.1 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) to a vocational or industry committee.
 - 45.1.2 Briefing counsel on behalf of the Association;
 - 45.1.3 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;
 - 45.1.4 Country tours undertaken by a member of the executive or Council of the Association;
 - 45.1.5 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.

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

- (a) The Corporation will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (b) The Corporation 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 Chief Executive Officer and the Association.

45.1.7 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.

45.1.8 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 Chief Executive Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

45.1.9 Where the Chief Executive Officer 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 Chief Executive Officer and the Association.

46. Period of Notice for Trade Union Activities

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

47. Access to Facilities By Trade Union Delegates

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

47.1.1 Telephone, facsimile, internet and email facilities;

47.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

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

48. Responsibilities of the Trade Union Delegate

48.1 Responsibilities of the Association delegate are to:

48.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

48.1.2 Participate in the workplace consultative processes, as appropriate;

48.1.3 Follow the dispute settling procedure applicable in the workplace;

- 48.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- 48.1.5 Account for all time spent on authorised Association business;
- 48.1.6 When special leave is required, to apply for special leave in advance;
- 48.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive Officer and the Association; and
- 48.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

49. Responsibilities of the Trade Union

49.1 Responsibilities of the Association are to:

- 49.1.1 Provide written advice to the Chief Executive Officer 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;
- 49.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award;
- 49.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 49.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 49.1.5 Apply to the Chief Executive Officer well in advance of any proposed extension to the "on loan" arrangement;
- 49.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the Corporation are used reasonably and properly; and
- 49.1.7 Advise Corporation of any leave taken by the Association delegate during the on loan arrangement.

50. Responsibilities of Workplace Management

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

- 50.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;
- 50.1.2 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;
- 50.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 50.1.4 Where possible, 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;

- 50.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 50.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, apply the provisions of paragraph 61.1.5 of this clause;
- 50.1.7 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;
- 50.1.8 Verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 50.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

51. Right of Entry Provisions

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

52. Travelling and Other Costs of Trade Union Delegates

- 52.1 Except as specified in paragraph 50.1.3 of clause 50, 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.
- 52.2 In respect of meetings called by the workplace management in terms of paragraph 50.1.3 of clause 50, 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 25, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this award.
- 52.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Corporation or the DPE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 52.4 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 Corporation by the Association or the employee.

53. Industrial Action

- 53.1 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).
- 53.2 There will be no victimisation of employees prior to, during or following such industrial action.

54. Consultation and Technological Change

- 54.1 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 the Corporation and Association.
- 54.2 The Corporation's management shall consult with the Association prior to the introduction of any technological change.

55. Deduction of Trade Union Membership Fees

- 55.1 The Association shall provide the Corporation with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 55.2 The Association shall advise the Corporation 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 Corporation at least one month in advance of the variation taking effect.
- 55.3 Subject to 55.1 and 55.2 of this clause, the Corporation shall arrange for the deduction of 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 Corporation to make such deductions.
- 55.4 Monies so deducted from an 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.
- 55.5 Unless other arrangements are agreed to by the Corporation and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 55.6 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 deduction to continue.

SECTION 6 - LEAVE**56. Leave - General Provisions**

- 56.1 The leave provisions contained in this Award apply to all employees other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Executive Officer and the Association.
- 56.2 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.
- 56.3 Unless otherwise specified in this award 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 Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 56.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

57. Absence from Work

- 57.1 An employee must not be absent from work unless reasonable cause is shown.
- 57.2 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.
- 57.3 If the employee is absent from duty without authorised leave and the Chief Executive Officer shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 57.4 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.

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

58. Applying for Leave

- 58.1 An application by an employee for leave under this award shall be made to and dealt with by the Chief Executive Officer.
- 58.2 The Chief Executive Officer shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Corporation permit this to be done.

59. Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of of the Act.

60. Family and Community Service Leave

- 60.1 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 60.2 of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause 60.3 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.
- 60.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 60.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 60.2.2 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;
 - 60.2.3 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;
 - 60.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 60.2.5 Attendance at court by an employee 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.
- 60.3 Family and community service leave may also be granted for:
- 60.3.1 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
 - 60.3.2 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.
- 60.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member of this award.
- 60.5 Family and community service leave shall accrue as follows:
- 60.5.1 two and a half days in the employee's first year of service;

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

60.5.3 one day per year thereafter.

- 60.6 If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises.
- 60.7 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.
- 60.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 70, 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.
- 60.9 A Chief Executive Officer 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.

61. Leave Without Pay

- 61.1 The Chief Executive Officer may grant leave without pay to an employee if good and sufficient reason is shown.
- 61.2 Leave without pay may be granted on a full-time or a part-time basis.
- 61.3 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.
- 61.4 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.
- 61.5 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 Chief Executive Officer.
- 61.6 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 61.7 No paid leave shall be granted during a period of leave without pay.
- 61.8 A permanent appointment may be made to the employee's position if:
- 61.8.1 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
 - 61.8.2 the employee is advised of the Corporation's proposal to permanently backfill their position; and
 - 61.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 61.8.4 the Corporation 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.
- 61.9 The position cannot be filled permanently unless the above criteria are satisfied.

- 61.10 The employee does not cease to be employed by the Corporation if their position is permanently backfilled.
- 61.11 Subclause 61.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 64.9.1(a) of clause 64, Parental Leave or to military leave.

62. Military Leave

- 62.1 During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to an employee who is a volunteer part-time member of the Defence Force, 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.
- 62.2 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.
- 62.3 Up to 24 working days military leave per financial year may be granted by the Chief Executive Officer 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 62.1 of this clause.
- 62.4 The Chief Executive Officer 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 Force.
- 62.5 An employee who is requested by the Australian Defence Force to provide additional military services requiring leave in excess of the entitlement specified in subclause 62.3 of this clause may be granted Military Leave Top up Pay by the Chief Executive Officer.
- 62.6 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.
- 62.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Corporations are to continue to make superannuation contributions at the normal rate.
- 62.8 At the expiration of military leave in accordance with subclause 62.3 or 62.4 of this clause, the employee shall furnish to the Chief Executive Officer a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

63. Observance of Essential Religious Or Cultural Obligations

- 63.1 An employee of:
- 63.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 63.1.2 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.
- 63.2 Provided adequate notice as to the need for leave is given by the employee to the Corporation and it is operationally convenient to release the employee from duty, the Chief Executive Officer must grant the leave applied for by the employee in terms of this clause.
- 63.3 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 Chief Executive Officer, subject to:

- 63.3.1 Adequate notice being given by the employee;
 - 63.3.2 Prior approval being obtained by the employee; and
 - 63.3.3 The time off being made up in the manner approved by the Chief Executive Officer.
- 63.4 Notwithstanding the provisions of subclauses 63.1, 63.2 and 63.3 of this clause, arrangements may be negotiated between the Corporation and the Association to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

64. Parental Leave

- 64.1 Parental leave includes maternity, adoption and "other parent" leave.
- 64.2 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:
- 64.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 64.2.2 For a further period of up to 12 months after the actual date of birth.
 - 64.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 64.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 64.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 64.3.2 For such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
 - 64.3.3 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.
- 64.4 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:
- 64.4.1 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;
 - 64.4.2 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 64.4.1 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.
- 64.5 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:
- 64.5.1 applied for parental leave within the time and in the manner determined set out in subclause 64.10 of this clause; and

- 64.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 64.5.3 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.
- 64.6 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:
- 64.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 64.6.2 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;
- 64.6.3 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.
- 64.7 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:
- 64.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 64.7.2 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
- 64.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 64.8 Except as provided in subclauses 64.5, 64.6 and 64.7 of this clause parental leave shall be granted without pay.
- 64.9 Right to request
- 64.9.1 An employee who has been granted parental leave in accordance with subclause 64.2, 64.3 or 64.4 of this clause may make a request to the Chief Executive Officer 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 employee in reconciling work and parental responsibilities.
- 64.9.2 The Chief Executive Officer 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 Chief Executive Officer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

64.10 Notification Requirements

- 64.10.1 When the Corporation is made aware that an employee or their spouse is pregnant or is adopting a child, the Corporation must inform the employee of their entitlements and their obligations under the award.
- 64.10.2 An employee who wishes to take parental leave must notify the Chief Executive Officer 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 64.9 of this clause.
- 64.10.3 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.
- 64.10.4 The employee's request and the Chief Executive Officer's decision are to be in writing.
- The employee's request under paragraph 64.9.1 and the Chief Executive Officer's decision made under paragraph 64.9.2 must be recorded in writing.
- 64.10.5 A employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Chief Executive Officer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Chief Executive Officer agrees.
- 64.10.6 An employee on maternity leave is to notify the Corporation of the date on which she gave birth as soon as she can conveniently do so.
- 64.10.7 An employee must notify the Corporation as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 64.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Corporation and any number of times with the consent of the Corporation. In each case she/he must give the Corporation at least 14 days notice of the change unless the Chief Executive Officer decides otherwise.
- 64.11 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 64.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 64.12 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.
- 64.13 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 Chief Executive Officer 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.

- 64.14 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 Corporation) must be given.
- 64.15 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.
- 64.16 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.
- 64.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 64.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 64.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 64.17.3 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.
- 64.18 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 Chief Executive Officer, 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.
- 64.19 If such adjustments cannot reasonably be made, the Chief Executive Officer 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 which ever is the earlier.
- 64.20 Communication during parental leave
- 64.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation 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.
 - 64.20.2 The employee shall take reasonable steps to inform the Chief Executive Officer 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.

- 64.20.3 The employee shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 64.20.1 of this subclause.

65. Purchased Leave

- 65.1 An employee may apply to enter into an agreement with the Chief Executive Officer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 65.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Corporation business needs and work demands.
- 65.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 65.1.3 The leave will count as service for all purposes.
- 65.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 65.2.1 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.
- 65.2.2 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.
- 65.3 Purchased leave is subject to the following provisions:
- 65.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 65.3.2 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.
- 65.3.3 Sick leave cannot be taken during a period of purchased leave.
- 65.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 65.3.5 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.
- 65.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 65.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The Corporation may make adjustments relating to their salary administration arrangements.

66. Recreation Leave

- 66.1 Accrual
- 66.1.1 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.
- 66.1.2 Recreation leave accrues from day to day.

66.2 Limits on Accumulation and Direction to Take Leave

66.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Chief Executive Officer in special circumstances.

66.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the employee.

66.2.3 The Chief Executive Officer 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 Corporation.

66.2.4 The Chief Executive Officer 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 Corporation.

66.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Corporation must cooperate in this process. The Corporation may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by the beginning of February of the following year.

66.3 Conservation of Leave - If the Chief Executive Officer 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 Chief Executive Officer shall:-

66.3.1 Specify in writing the period of time during which the excess leave shall be conserved; and

66.3.2 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.

66.3.3 The Chief Executive Officer will inform an employee in writing on a regular basis of the employee's recreation leave accrual.

66.4 Miscellaneous

66.4.1 Unless a local arrangement has been negotiated between the Chief Executive Officer 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.

66.4.2 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).

66.4.3 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 66.4.4 of this subclause.

66.4.4 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.

66.4.5 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 66.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

- 66.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 66.4.7 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 64, Parental Leave of this award.
- 66.4.8 On cessation of employment, an employee is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 66.4.9 An employee to whom paragraph 66.4.8 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.
- 66.5 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.
- 66.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 66.6.1 To the widow or widower of the employee; or
- 66.6.2 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
- 66.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the employee's death, a dependent relative of the employee; or
- 66.6.4 If there is no person entitled under paragraphs 66.6.1, 66.6.2 or 66.6.3 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.
- 66.7 Recreation leave does not accrue during leave without pay other than
- 66.7.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 66.7.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 66.7.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 66.7.4 incapacity for which compensation has been authorised under the Workplace Injury Management and Workers Compensation Act 1998; or
- 66.7.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

67. Annual Leave Loading

- 67.1 General - Unless more favourable conditions apply to an employee under another industrial instrument, an employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 67.2 to 67.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 67.2 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the employee is paid, the annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.

- 67.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 67.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 67.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 67.4.2 If at least two weeks leave, as set out in paragraph 67.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.
- 67.4.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 67.4.1 of this subclause, is taken.
- 67.4.4 An employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Corporation for any reason other than the employee's serious and intentional misconduct.
- 67.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

68. Sick Leave

- 68.1 Illness in this clause and in clauses 69 and 70 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 68.2 Payment for sick leave is subject to the employee:
- 68.2.1 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
- 68.2.2 Providing evidence of illness as soon as practicable if required by clause 69, Sick Leave - Requirements for Evidence of Illness of this award.
- 68.3 If the Chief Executive Officer 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 Chief Executive Officer:
- 68.3.1 Shall grant to the employee sick leave on full pay; and
- 68.3.2 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.
- 68.4 The Chief Executive Officer may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 68.4.1 is unable to carry out their duties without distress; or
- 68.4.2 risks further impairment of their health by reporting for duty; or
- 68.4.3 is a risk to the health, wellbeing or safety of other employees, Corporational clients or members of the public.

- 68.5 The Chief Executive Officer 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.
- 68.6 Entitlements. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 68.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 68.6.2 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.
- 68.6.3 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.
- 68.6.4 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.
- 68.6.5 Notwithstanding the provisions of paragraph 68.6.4 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.
- 68.6.6 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.
- 68.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 68.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 68.7 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 Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 68.8 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.

69. Sick Leave - Requirements for Evidence of Illness

- 69.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Chief Executive Officer in respect of the absence.
- 69.2 In addition to the requirements under subclause 68.2 of clause 68, 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 Chief Executive Officer. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Chief Executive Officer for each occasion absent for the balance of the calendar year.
- 69.3 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 Chief Executive Officer is satisfied that the reason for the absence is genuine.
- 69.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Chief Executive Officer will advise them in advance.

- 69.5 If the Chief Executive Officer is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department of Health for advice.
- 69.5.1 The type of leave granted to the employee will be determined by the Chief Executive Officer based on Department of Health advice.
- 69.5.2 If sick leave is not granted, the Chief Executive Officer will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 69.6 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 Corporation.
- 69.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 69.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider, or
- 69.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 69.7.1 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
- 69.7.3 at the Chief Executive Officer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 69.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer satisfactory evidence of illness in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 69.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 69.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 69.9 Subclause 69.8 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.

70. Sick Leave to Care for a Family Member

- 70.1 Where family and community service leave provided for in clause 60 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 70.4 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.
- 70.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 70.3 If required by the Chief Executive Officer to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 69.6 of clause 69, Sick Leave - Requirements for Evidence of Illness of this award.
- 70.4 The entitlement to use sick leave in accordance with this clause is subject to:

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

70.4.2 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
- (e) 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.

71. Sick Leave - Workers Compensation

- 71.1 The Chief Executive Officer 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.
- 71.2 A 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.
- 71.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Chief Executive Officer shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 71.4 The Chief Executive Officer will ensure that, once received by the Corporation, an employee's workers compensation claim is lodged by the Corporation with the workers compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.
- 71.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 71.6 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.
- 71.7 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.

- 71.8 If an employee notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 71.9 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.
- 71.10 If the Chief Executive Officer 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.
- 71.11 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.
- 71.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 71.12.1 The employee's claim for workers compensation;
 - 71.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 71.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 71.12.4 Action taken by the Chief Executive Officer either under the Workers Compensation Act 1987 or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

72. Sick Leave - Claims Other Than Workers Compensation

- 72.1 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:-
- 72.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the employee; and
 - 72.1.2 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 Corporation the monetary value of any such period of sick leave.
- 72.2 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 Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- 72.3 On repayment to the Corporation 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.

73. Special Leave

73.1 Special Leave - Jury Service

73.1.1 An employee shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the employee.

73.1.2 A 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 Chief Executive Officer 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.

73.1.3 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 Chief Executive Officer 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 Chief Executive Officer shall grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.

73.2 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 Corporation.

73.3 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:

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

73.3.2 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.

73.3.3 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 Corporation for the required period.

73.4 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.

73.5 Special Leave - Examinations -

73.5.1 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 Chief Executive Officer.

73.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

73.5.3 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.

- 73.6 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 43, Trade Union Activities Regarded as Special Leave of this award.
- 73.7 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.
- 73.8 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Chief Executive Officer for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

74. Staff Development and Training Activities

- 74.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 74.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 74.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 74.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 74.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 74.2.1 Activities for which study assistance is appropriate;
 - 74.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - 74.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 74.3 Attendance of an employee at activities considered by the Chief Executive Officer to be:
- 74.3.1 Essential for the efficient operation of the Corporation; or
 - 74.3.2 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.
- 74.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation:
- 74.4.1 Recognition that the employees are performing normal duties during the course;
 - 74.4.2 Adjustment for the hours so worked under flexible working hours;
 - 74.4.3 Payment of course fees;
 - 74.4.4 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

- 74.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Chief Executive Officer is satisfied that the approval to attend constitutes a direction to work overtime under clause 76, Overtime - General of this award.
- 74.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Corporation:
- 74.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
- 74.5.2 Payment of course fees;
- 74.5.3 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
- 74.5.4 Such other conditions as may be considered appropriate by the Chief Executive Officer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 74.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Chief Executive Officer 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.
- 74.7 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.

75. Study Assistance

- 75.1 The Chief Executive Officer shall have the power to grant or refuse study time for an employee.
- 75.2 Where the Chief Executive Officer approves the grant of study time for an employee, the grant shall be subject to:
- 75.2.1 The course undertaken by the employee being a course relevant to the Corporation and/or the public service and approved by the Chief Executive Officer;
- 75.2.2 The time being taken at the convenience of the Corporation; and
- 75.2.3 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.
- 75.3 Study time may be granted to both full and part-time employees. Part-time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 75.4 Study time may be used for:
- 75.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 75.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 75.4.3 Private study; and/or
- 75.4.4 Accumulation, subject to the conditions specified in subclauses 75.6 to 75.9 of this clause.

- 75.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 75.5.1 Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 75.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 75.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 75.6 to 75.9 of this clause.
- 75.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- 75.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 75.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 75.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 75.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 75.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 75.12 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.
- 75.13 Repeated subjects - Study time shall not be granted for repeated subjects.
- 75.14 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.
- 75.15 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 75.16 The period granted as examination leave shall include:
- 75.16.1 Time actually involved in the examination;
- 75.16.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.

- 75.17 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 75.18 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 75.19 All employees are eligible to apply and no prior service requirements are necessary.
- 75.20 Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 75.21 Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 75.22 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation 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 8 - OVERTIME

76. Overtime - General

- 76.1 An employee may be directed by the Chief Executive Officer 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:
- 76.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- 76.1.2 Any risk to employee health and safety,
- 76.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- 76.1.4 The notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- 76.1.5 Any other relevant matter.
- 76.2 Payment for overtime shall be made only where the employee works directed overtime.
- 76.3 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 provided that, on the day when overtime is required to be performed, the employee shall not be required by the Chief Executive Officer to work more than 7 hours after finishing overtime or before commencing overtime.
- 76.4 Payment for overtime worked shall not be made under this clause if the employee is eligible, under any other industrial instrument, to:
- 76.4.1 Compensation specifically provided for overtime; or

76.4.2 Be paid an allowance for overtime; or

76.4.3 A rate of salary which has been determined as inclusive of overtime.

77. Overtime Worked By Day Workers

77.1 The provisions of this clause shall not apply to:

77.1.1 Employees covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association;

77.1.2 Employees to whom overtime provisions apply under another industrial instrument;

77.1.3 Employees whose salary includes compensation for overtime; and

77.1.4 Employees who receive an allowance in lieu of overtime.

77.2 Rates - Overtime shall be paid at the following rates:

77.2.1 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 employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements apply;

77.2.2 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;

77.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;

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

77.3 If an employee 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 employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

77.4 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.

77.5 Rest Periods

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

77.5.2 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.

78. Overtime Meal Breaks

78.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of 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.

78.2 Employee working flexible hours - An employee 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.

- 78.3 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.

79. Overtime Meal Allowances

- 79.1 If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in Item 8 of Table 1 - Allowances of Part B, Monetary Rates, provided the Chief Executive Officer is satisfied that:

79.1.1 the time worked is directed overtime;

79.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;

79.1.3 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

79.1.4 overtime is not being paid in respect of the time taken for a meal break.

- 79.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of actual expenses.

- 79.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

- 79.4 Receipts shall be provided to the Chief Executive Officer or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

- 79.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

80. Rate of Payment for Overtime

An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 (as set out in the Crown Employees (Public Sector - Salaries 20015) Award and any variation or replacement award), 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 Chief Executive Officer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

81. Payment for Overtime Or Leave in Lieu

- 81.1 The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu in accordance with subclause 81.2 of this clause.

- 81.2 The following provisions shall apply to the leave in lieu:-

81.2.1 The employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment.

81.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

81.2.3 The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 70, Sick Leave to Care for a Sick Family Member of this award apply.

81.2.4 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 employee’s Corporation or section;

81.2.5 Leave in lieu accrued in respect of overtime shall be given by the Corporation and taken by the employee within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association.

81.2.6 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

82. Calculation of Overtime

82.1 Unless a minimum payment in terms of subclause 77.4 of clause 77, 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.

82.2 The formula for the calculation of overtime at ordinary rates for employees employed on a five (5) day basis shall be:

Annual salary	X	5	X	1
1		260.89		No of ordinary hours of work per week

82.3 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.

82.4 Overtime is not payable for time spent travelling.

83. Provision of Transport in Conjunction With Working of Overtime

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

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

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

83.2 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.

83.3 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**84. Anti-Discrimination**

- 84.1 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.
- 84.2 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.
- 84.3 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.
- 84.4 Nothing in this clause is to be taken to affect:
- 84.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 84.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 84.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 84.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 84.5 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.
- 84.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 84.5.2 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."

85. Secure Employment**85.1 Objective of this Clause**

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

85.2 Casual Conversion

85.2.1 A casual employee engaged by the Corporation 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.

85.2.2 Where the Corporation employs such a casual employee, the Corporation 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 Corporation fails to comply with this notice requirement.

85.2.3 Any casual employee who has a right to elect under paragraph 85.2.1, upon receiving notice under paragraph 85.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Chief Executive Officer 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 Chief Executive Officer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Chief Executive Officer 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.

85.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Chief Executive Officer, 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.

85.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Chief Executive Officer.

85.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 85.2.3, the Chief Executive Officer and employee shall, in accordance with this paragraph, and subject to paragraph 85.2.3, 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 Chief Executive Officer and the employee.

85.2.7 Following an agreement being reached pursuant to paragraph 85.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

85.3 Work Health and Safety

85.3.1 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.

85.3.2 If the Corporation engages a labour hire business and/or a contract business to perform work wholly or partially on the Corporation'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 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.

85.3.3 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.

85.4 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.

85.5 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.

86. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in the Corporation or section of the Corporation 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.

87. Area, Incidence and Duration

87.1 This award removes any doubt that the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (368 I.G. 884) and all variations thereof do not apply to the employees who are now covered under this award.

87.2 This award will be operative from 1 July 2016 and will remain in force until 30 June 2017.

88. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

PART B

Table 1: Allowances of Part B - Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	ATO rates (2016-2017)
		Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	
	29.1.2	Dinner	
	29.1.3	Lunch	
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	
	29.1.2	Dinner	
	29.1.3	Lunch	
	2		
26.8.2		Capital cities	
		Adelaide	
		Brisbane	
		Canberra	
		Darwin	
		Hobart	
		Melbourne	
		Perth	
		Sydney	
26.8.2	High cost country centres	ATO rates (2016-2017)	
	Albany (WA)		
	Alice Springs (NT)		
	Bordertown (SA)		
	Bourke (NSW)		
	Bright (VIC)		
	Broome (WA)		
	Bunbury (WA)		
	Burnie (TAS)		
	Cairns (QLD)		
	Carnarvon (WA)		
	Castlemaine (VIC)		
	Chinchilla (QLD)		
	Christmas Island (WA)		
	Cocos (Keeling) Islands (WA)		
	Colac (VIC)		
	Dalby (QLD)		
	Dampier (WA)		
	Derby (WA)		
	Devonport (TAS)		

		Emerald (QLD)	
		Exmouth (WA)	
		Geraldton (WA)	
		Gladstone (QLD)	
		Gold Coast (QLD)	
		Gosford (NSW)	
		Halls Creek (WA)	
		Hervey Bay (QLD)	
		Horn Island (QLD)	
		Jabiru (NT)	
		Kalgoorlie (WA)	
		Karratha (WA)	
		Katherine (NT)	
		Kingaroy (QLD)	
		Kununurra (WA)	
		Mackay (QLD)	
		Maitland (NSW)	
		Mount Isa (QLD)	
		Mudgee (NSW)	
		Newcastle (NSW)	
		Newman (WA)	
		Norfolk Island	
		Northam (WA)	
		Orange (NSW)	
		Port Hedland (WA)	
		Port Pirie (SA)	
		Queanbeyan (NSW)	
		Roma (QLD)	
		Thursday Island (QLD)	
		Wagga Wagga (NSW)	
		Weipa (QLD)	
		Whyalla (SA)	
		Wilpena-Pound (SA)	
		Wollongong (NSW)	
		Wonthaggi (VIC)	
		Yulara (NT)	
	26.8.2	Tier 2 country centres	ATO rates (2016-2017)
		Albury (NSW)	
		Ararat (VIC)	
		Armidale (NSW)	
		Ayr (QLD)	
		Bairnsdale (VIC)	
		Ballarat (VIC)	
		Bathurst (NSW)	
		Benalla (VIC)	
		Bendigo (VIC)	
		Broken Hill (NSW)	
		Bundaberg (QLD)	
		Ceduna (SA)	
		Charters Towers (QLD)	
		Coffs Harbour (NSW)	
		Cooma (NSW)	
		Dubbo (NSW)	
		Echuca (VIC)	
		Esperance (WA)	

		Geelong (VIC)	
		Goulburn (NSW)	
		Gunnedah (NSW)	
		Hamilton (VIC)	
		Horsham (VIC)	
		Innisfail (QLD)	
		Kadina (SA)	
		Launceston (TAS)	
		Mildura (VIC)	
		Mount Gambier (SA)	
		Muswellbrook (NSW)	
		Naracoorte (SA)	
		Nowra (NSW)	
		Port Augusta (SA)	
		Portland (VIC)	
		Port Lincoln (SA)	
		Port Macquarie (NSW)	
		Queenstown (TAS)	
		Renmark (SA)	
		Rockhampton (QLD)	
		Sale (VIC)	
		Seymour (VIC)	
		Shepparton (VIC)	
		Swan Hill (VIC)	
		Tamworth (NSW)	
		Tennant Creek (NT)	
		Toowoomba (QLD)	
		Townsville (QLD)	
		Tumut (NSW)	
		Warrnambool (VIC)	
	26.8.2	Other country centres	ATO rates (2016-2017)
	26.8.2	Incidental expenses when claiming actual expenses - all locations	ATO rates (2016-2017)
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	ATO rates (2016-2017)
3	25.8.1	Incidental expenses	ATO rates 2016-2017
4		Camping allowance	Per night
	34.2.1	Established camp	\$31.05
	34.2.2	Non established camp	\$41.00
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.80
5	35.2	Composite allowance (per day)	\$148.05
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	ATO rates 2016-2017
	36.3	Casual rate	ATO rates 2016-2017
		Motor cycle allowance	ATO rates 2016-2017
	36.7	Towing trailer or horse float	ATO rates 2016-2017
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$30.70
	38.3	Bedding and sleeping bag	\$5.20

8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1964 pa
	39.2.2	- Grade B	\$2605 pa
	39.2.3	- Grade C	\$3480 pa
		Without dependants	
	39.2.1	- Grade A	\$1371 pa
	39.2.2	- Grade B	\$1826 pa
	39.2.3	- Grade C	\$2437 pa
9	40.1	Assistance to employees 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 \$48.40
		Other transport - with dependants	Actual reasonable expenses in excess of \$48.40 and up to \$324.40
		Other transport - without dependants	Actual reasonable expenses in excess of \$48.40 and up to \$160.20
		Rail travel	Actual rail fare less \$48.40
10	41	Insurance cover	Up to \$1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$894 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2015)	0.92 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2015)	\$19.70 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.70 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$633 pa
		- Carport allowance	\$14 1pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2015)	Per annum
		- Base Level Rate	\$1312 pa
		- Higher Level Rate	\$1972 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2015)	Per annum
		- Holders of basic qualifications	\$845 pa
		- Holders of current occupational first aid certificate	\$1269 pa

19	94.1	Overtime meal allowances	Effective 1 July 2015
		Breakfast	ATO rates (2016-2017)
		Lunch	ATO rates (2016-2017)
		Dinner	ATO rates (2016-2017)
		Supper	ATO rates (2016-2017)

Table 2 - Salary Rates

Clauses 3.14, 6 and 87.2

Grade	Salary rate from first full pay period on or after 1 July 2016 \$
STC Grade 4	75,807
STC Grade 5	84,188
STC Grade 6	89,326
STC Grade 7	95,652
STC Grade 8	102,805
STC Grade 9	108,847
STC Grade 10	117,786

J.V. MURPHY, Commissioner

 Printed by the authority of the Industrial Registrar.

HIGHER SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 729 of 2015 | Case No. 2015/00362866)

Before Commissioner Newall

26 May 2016

REVIEWED AWARD

This award is arranged as follows:

Clause No. Subject Matter

SECTION 1 - THE AWARD

1. Award Title
2. Intention
3. Definitions

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures
5. Marking of Written Papers
6. Privacy

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking and Inquiry Centre Staff
8. Hours of Work
9. Provision of Facilities
10. Recruitment and Appointment of Marking Staff
11. Termination of Services
12. Qualifications
13. Reporting of Performance
14. Family Leave Provisions

SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances
16. Deduction of Unions' Membership Fees
17. Superannuation
18. Salary Sacrifice to Superannuation

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives
20. Dispute Resolution Procedures
21. No Further Claims
22. Anti-Discrimination

23. Work Health and Safety
24. Area Incidence and Duration

SCHEDULE 1

- Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates
- Table 2 - External and Corporate Per Unit Marking Rates
- Table 3 - Languages Other Than English (LOTE) Examiners Hourly Rates
- Table 4 - Other Rates and Allowances
- Table 5 - Hourly Rates to Apply to Corporate On-screen Marking

SECTION 1 - THE AWARD

1. Title

This award shall be known as the (Higher School Certificate Marking and Related Casual Employees) Rates of Pay and Conditions Award 2014.

2. Intention

- 2.1 This award provides for increases in rates of pay and those allowances that are not regulated by other instruments consistent with the NSW Public Sector Wages Policy 2011.
- 2.2 The increases in the rates of pay and allowances in Schedule 1 arise from a net increase of 2.5% per annum (inclusive of expected increases in the Superannuation Guarantee Levy) plus 0.5% per annum. The increase in the employee-related costs of this latter annual component is to be fully offset by the employee-related cost savings directly arising from the changed work practices identified in clauses 5.5 and 5.6 of the award.

3. Definitions

- 3.1 "the Act" means the Government Sector Employment Act 2013.
- 3.2 "Assistant Officer in Charge HSC Inquiry Centre" means a person employed as such to assist the Director, or delegate, in the supervision of the HSC Inquiry Centre.
- 3.3 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.4 "Board" means the Board of Studies, Teaching and Educational Standards a statutory body corporate established by Section 4 of the Board of Studies, Teaching and Educational Standards Act 2013.
- 3.5 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, carried out at centres designated by the President during the day and night.
- 3.6 "Director" means the person holding or acting in the Senior Executive position appointed with responsibility for the Higher School Certificate programs pursuant to the Government Sector Employment Act 2013.
- 3.7 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.

- 3.8 "External Marker" means a person employed as such to undertake a program of marking of the HSC and paid by the number of questions, papers or parts of papers marked, with additional payment on an hourly basis for briefing and pilot marking.
- 3.9 "External Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, where the responses are collected by or delivered to the markers to mark in their own time, and at individual locations including domestic locations.
- 3.10 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.11 "Employees" means Markers, External Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, Assistant Officer-in-Charge Inquiry Centre, Inquiry Officers, LOTE Examiners and LOTE Casuals.
- 3.12 "HSC" means the Higher School Certificate examination.
- 3.13 "HSC Inquiry Centre" means the HSC telephone inquiry service which operates following the release of HSC results and is staffed by Inquiry Officers and the Assistant Officer-in-Charge HSC Inquiry Centre.
- 3.14 "HSC Inquiry Centre Staff" means persons employed in the classifications of Inquiry Officer and the Assistant Officer in Charge HSC Inquiry Centre.
- 3.15 "Inquiry Officer" means a person employed as such to answer inquiries from students at the HSC Inquiry Centre.
- 3.16 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.17 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the President for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.18 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the President. LOTE Casuals do not assign marks.
- 3.19 "Marker" means a person employed as such for the purpose of Corporate marking, External marking or Itinerant marking.
- 3.20 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.21 "On-screen Marking" means the marking of examination responses provided to Marking Staff or External Markers via the internet or a computer network.
- 3.22 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform

the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.

- 3.23 "Parties" means the President and the unions.
- 3.24 "President" means the person holding or acting in the office of the President of the Board of Studies, Teaching and Educational Standards pursuant to section 7 of the Board of Studies, Teaching and Educational Standards Act 2013. The President is the Agency Head pursuant to section 28 of the Government Sector Employment Act 2013. Reference to the President may from time to time refer to his/her delegate, meaning a person delegated by the President to perform functions associated with the office.
- 3.25 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.26 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the President.
- 3.27 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch, the National Tertiary Education Union of New South Wales and the NSW/ACT Independent Education Union.

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
 - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

5. Marking of Written Papers

- 5.1 Pen-and-paper marking is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and

- (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
- (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.
- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 On-screen Marking of HSC papers and questions, on a Corporate or External Marking basis will be used for those subjects, courses or questions as determined by the President, at his or her discretion without limit each year.
- 5.6 For the purposes of achieving the requisite employee-related cost savings to fully offset the increases in remuneration that increase employee-related costs by more than 2.5% per annum (i.e. 0.5% in 2014, 2015 and 2016), the President has determined that there will be not less than 55% of all Corporate and External marking of HSC papers and questions as measured by the total work value of responses undertaken by On-screen Marking in 2014; not less than 62% in 2015 and not less than 70% in 2016.
- 5.7 Each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

6. Privacy

The parties note the regulations to the Education Act 1990. In respect of the HSC Inquiry Centre, information regarding individual students, individual Inquiry Centre staff and individual schools will not be publicly disclosed.

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking and Inquiry Centre Staff

7.1 Marking Staff

Without limiting the generality of clause 7.3, the duties of marking staff involve attendance at designated venues or external settings for External Markers according to a program determined by the President comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and external settings.

7.2 Inquiry Centre Staff

Without limiting the generality of clause 7.3, the duties of Inquiry Centre staff are to respond to student and teacher questions regarding aspects of their Higher School Certificate results and assessment marks.

7.3 Duties as Directed

- (a) The President, or his/her delegate, nominee or representative, 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 classifications covered by this award and provided that such duties are not designed to promote deskilling.

- (b) Any directions issued by the President pursuant to paragraph (a) of this clause shall be consistent with the President's responsibility to provide a safe and healthy working environment.

8. Hours of Work

8.1 The ordinary hours of work for Employees shall be:

- (a) Monday to Friday Corporate Marking HSC:
- (i) 9 am to 5.30 pm; or
 - (ii) 4 pm to 9 pm.
- (b) Saturday Corporate Marking HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 9 am to 5 pm.
- (c) Monday to Friday HSC Inquiry Centre - no more than eight hours employment in the period 8.30 am to 6 pm.
- (d) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
- (e) External Marking - outside the hours midnight to 6 am. At the request of Markers, Supervisors of Marking may request the Director to vary the hours of work for particular subjects to outside the hours midnight to 5 am.

8.2 Provided that, with the exception of External Markers, all other Employees will be entitled to a meal break of either a half-hour, if agreed by a majority of markers at the initial briefing session by vote supervised by the Supervisor of Marking, or one-hour between the hours, as applicable, of:

- (a) 12.30 pm to 2 pm, Monday to Friday;
- (b) 6 pm to 7.30 pm, Monday to Friday;
- (c) 12.30 pm to 2 pm, Saturday.

8.3 With the exception of External Markers, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked.

8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.

8.5 With the exception of HSC Inquiry Centre staff and External Markers, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Director to vary the hours of work for that subject as follows:

- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
- (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
- (c) If a half hour meal break is elected pursuant to clause 8.2, either commencing work a half hour later or finishing work a half hour earlier.

8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.

- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of 9 am to 5.30 pm weekdays and 9 am to 5 pm Saturday until 6.30 pm then a further meal allowance is payable notwithstanding the provisions of clause 15.5.

9. Provision of Facilities

9.1 Tea/Coffee

9.1.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.

9.1.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.

9.1.3 Employees will supply their own cups for tea and coffee during the employment.

9.2 Work Health and Safety

9.2.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with work health and safety legislation standards.

9.2.2 Personal headsets will be provided for HSC Inquiry Centre staff.

9.2.3 The parties to the award will monitor and address any work health and safety issues arising from the implementation of on-screen marking.

9.3 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Unless marking in an External marking setting employees will carry identification cards at all times during the marking and the HSC Inquiry Centre processes. Employees will replace photographs in the event of the loss of a card.

9.4 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Director's nominee. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

10.1.3 Demonstrated high level organisational, management and leadership skills. eg. position on staff.

10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.

10.1.5 Qualifications in the subject - university degree or recognised equivalent.

10.1.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

10.2 Criteria for Marker Selection

10.2.1 The Board will ensure that subject specific criteria used by the Supervisor of Marking (SOM) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers.

10.2.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker.

10.2.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.

10.2.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.

10.2.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker.

10.2.1.5 Current position within the school - School Principals are not eligible for appointment as a marker. Preference is given to teachers directly involved in the organisation and teaching of the subject.

10.2.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.

10.2.1.7 Turnover of markers - A minimum of 10 per cent of markers appointed each year will not have marked previously. This is a policy aimed at increasing the pool of teachers with marking experience in each subject.

In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking may be applied.

10.2.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.

10.2.1.9 Previous satisfactory marking - Although previous marking experience should be considered in determining an applicant's qualifications for appointment, the Board will not automatically reappoint a marker from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.

10.2.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if the Board deems their experience relevant to the marking program.

- 10.2.1.11 Distance - Appointment of markers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.

Applicants who live a long distance from the marking centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.

- 10.2.1.12 Declaration and approval - The application must include a declaration by the Principal or Dean of Studies at TAFE or relevant supervisor that
- (i) the information provided by the applicant is, to the best of their knowledge, correct;
 - (ii) the application is approved.
- 10.2.1.13 Selection of markers is based on the information provided on the application. The Board will not contact an applicant who has not provided information that is crucial in determining that person's eligibility. Applicants are responsible for providing complete and accurate information.
- 10.2.1.14 If a marker's application is submitted after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.
- 10.2.1.15 In selecting markers, consideration will be given to a balanced representation of markers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.2.2 Criteria Specific to Marker Selection -

- 10.2.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.2.2.2 Appointed markers will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment when submitting their application. Applicants who do not agree to the conditions of employment will not to be appointed.

10.3 Criteria Specific to Selection of Marking Staff for On-screen Marking

Markers applying for on-screen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

10.4 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the President.

13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC marking with the exception of HSC Inquiry Centre staff. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;
- (iii) an indication of his/her attendance record throughout the marking;
- (iv) a written comment describing his/her performance throughout the marking; and for Senior Markers
- (v) an indication of his/her performance relating to leading a marking team, the production of marking kits and monitoring marking.

14. Family Leave Provisions

14.1 The President must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

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

14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in sub-clause 14.3, and the notice requirements set out in sub-clause 14.4.

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

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

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

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

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

14.2.3 The President must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

14.3 The Employee, shall if required,

14.3.1 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

14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an 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.

14.4 The Employee must, as soon as reasonably practical 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 (drawn from AIRC order (PR964989)).

14.5 Bereavement entitlements for Employees

14.5.1 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).

14.5.2 The President 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 agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.5.3 The President must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

14.5.4 The 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 (Drawn from AIRC order (PR964989)).

SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances

15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Table 2 - External and Corporate Per Unit marking rates

Table 3 - Languages other than English (LOTE) Examiner Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates floor to apply to Corporate On-screen Marking

15.2 Rates of Pay

Subject to the provisions of clause 15.2.7:

15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.

15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.

15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 15.2.2 applies.

15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.

15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at Table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 15.2.2 by $5\frac{1}{2}$ being the number of paid hours compensated by the Weekday Supplementary rates.

15.2.6 During the summer school vacation HSC Inquiry Centre Staff are paid the Weeknight/Saturday rates at clause 15.2.1 for all hours worked, except for Sunday when the Sunday rates at clause 15.2.4 apply. At other times the rates at clauses 15.2.1, 15.2.2 or 15.2.3 will be paid, as applicable.

15.2.7 External and Corporate Per Unit Marking Rates:

- (a) Where marking is conducted in an External marking mode the rates for such External marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.

- (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in clause 15.2.7(c) or in Table 2.
- (c) For On-screen HSC marking, other than mathematics, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
- (d) Corporate On-screen HSC markers remuneration will be based on the greater of:
 - (i) the total number of papers or questions marked on-screen multiplied by the applicable Per Unit Rate of Pay; and,
 - (ii) the total hours of overall On-screen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of On-screen Marking undertaken by individual markers will be the elapsed time of On-screen Marking as recorded by the Office's on-screen marking software for each marker.

15.2.8 Marking staff engaged in External On-screen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4 item 6 of Schedule 1.

15.2.9 Senior Markers may choose to engage in External On-Screen Marking as Markers outside the fixed hours provided at clause 8 and will be remunerated according to the per unit rate of pay as per Table 2 Schedule 1.

15.2.10 Senior Markers engaged in corporate or external on-screen marking and working as Senior Markers according to fixed hours will be remunerated according to Table 1 Schedule 1.

15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

15.4 Minimum Payments

15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of clause 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.

15.4.2 HSC Inquiry Centre staff required to attend on any day shall be paid no less than for 6 hours.

15.4.3 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

15.4.4 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.

15.4.5 Corporate Markers engaged:

- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.

15.4.6 Itinerant Markers engaged:

- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.

15.4.7 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre/inquiry centre early and works less than the minimum payment hours.

15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day of corporate marking (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for LOTE Examiners and LOTE Casuals.

15.6 Travel Allowances

15.6.1 Travelling allowances for all Employees engaged in corporate marking, HSC Inquiry Centre, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

- 15.8 The allowances contained in subclauses 15.5, 15.6 (except for the allowances payable pursuant to subclause 15.6.3(c) and 15.6.4) and subclause 15.7 shall be adjusted in accordance with the rates as approved from time to time by the Secretary, NSW Treasury. (The allowances payable pursuant to subclause 15.6.3 (c) and 15.6.4 shall be adjusted in accordance with pay increases to this award).

16. Deduction of Unions' Membership Fees

- (i) The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- (ii) The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' 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 unions' rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employees unions' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the unions, all unions membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Superannuation

- 17.1 All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 15.2 Rates of Pay.

18. Salary Sacrifice to Superannuation

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed

to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.

18.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

18.5 Where the employee is a member of a superannuation scheme established under:

- (a) the Police Regulation (Superannuation) Act 1906;
- (b) the Superannuation Act 1916;
- (c) the State Authorities Superannuation Act 1987;
- (d) the State Authorities Non-contributory Superannuation Act 1987; or
- (e) the First State Superannuation Act 1992,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 18.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives

19.1 In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

20. Dispute Resolution Procedures

20.1 Subject to the provisions of the Industrial Relations Act 1996:

- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.

- 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Director with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the President and the Branch Secretary, Division Secretary and General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.
- 20.2 Whilst the procedures outlined in clause 20.1 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 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.

21. No Further Claims

- 21.1 Except as provided by the Industrial Relations Act 1996, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2016 in relation to matters expressly contained in this award.

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:
- (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.
- 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.

23. Work Health and Safety

23.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at 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, 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 employer which might otherwise have been carried out by the other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate 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.

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

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

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.

23.5 This clause operates from 1 March 2006.

24. Area Incidence and Duration

24.1 This award:

24.1.1 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2014 published 22 August 2014 (376 I.G. 795), as varied.

24.1.2 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 26 May 2016.

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

- 24.2 Covers all casual employees employed by the Board pursuant to the Act engaged to mark the Higher School Certificate examinations and to provide advice to students through the Higher School Certificate Inquiry Centre at various locations determined by the President, Board of Studies, Teaching and Educational Standards, New South Wales.

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates:

Classification	Weekday Rates Per Hour from			Weekday Supplementary Rates Per Day from			Weeknights and Saturday Rates Per Hour from			Sunday Rates Per Hour from		
	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16
	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%
Marker	73.14	75.33	77.59	70.88	73.01	75.20	81.47	83.91	86.43	109.66	112.95	116.34
LOTE Examiner	-	-	-	70.88	73.01	75.20	81.47	83.91	86.43	109.66	112.95	116.34
LOTE Casual	73.14	75.33	77.59	-	-	-	81.47	83.91	86.43	109.66	112.95	116.34
1. Senior Marker 2. HSC Inquiry Centre Inquiry Officer (Note 1)	90.76	93.48	96.28	83.62	86.13	88.71	101.07	104.10	107.22	136.15	140.23	144.44
1. Assistant Supervisor of Marking 2. Assistant Officer in Charge HSC Inquiry Centre (Note 1)	104.96	108.11	111.35	96.72	99.62	102.61	116.90	120.41	124.02	157.38	162.10	166.96
1. Supervisor of Marking	116.25	119.74	123.33	107.13	110.34	113.65	129.49	133.37	137.37	174.43	179.66	185.05

Note 1 Refer to provisions that apply to HSC Enquiry Centre staff at clause 15.2.6

Table 2- External and Corporate Per Unit Marking Rates on and from

HSC	1/7/2014 Rates per unit 2.77%	1/7/2015 Rates per unit 3%	1/7/2016 Rates per unit 3%
(a) Mathematics			
Payments will be on a per question basis			
Base Rate (Mathematics in Practice/Mathematics in Society/General Mathematics paper from 2001)	2.900	2.987	3.077
2-3 Unit paper - Mathematics paper from 2001	4.142	4.266	4.394
3 Unit Additional paper - Mathematics Extension 1 paper from 2001	4.490	4.625	4.764
4 Unit Additional paper - Mathematics Extension 2 Paper from 2001	4.903	5.050	5.202
(b) Other subjects -			
Payments will be on a per three hour paper basis			
Base Rate	26.25	27.04	27.85
3 Unit Additional Paper	32.80	33.78	34.79

Table 3 - Languages Other than English (LOTE) Examiners Hourly Rates on and from

A. Weekday Examining	1/7/2014 Rates per hour 2.77%	1/7/2015 Rates per hour 3%	1/7/2016 Rates per hour 3%
1. Languages other than English (LOTE) Examiners	12.91	13.30	13.70

Table 4 - Other Rates and Allowances

Item No	Clause No.	Brief Description	1/7/14 Amount \$	1/7/14 Amount \$	1/7/15 Amount \$	1/7/15 Amount \$	1/7/16 Amount \$	1/7/16 Amount \$
			(a) Daily rate \$	(b) Hourly rate \$	(a) Daily rate \$	(b) Hourly rate \$	(a) Daily rate \$	(b) Hourly rate \$
1	15.7	Travelling Allowance -						
		Capital City Rate	306.25	12.76	308.45	12.85	308.45	12.85
		Newcastle	273.25	11.39	278.45	11.60	278.45	11.60
		Wagga Wagga	262.25	10.93	264.45	11.02	264.45	11.02
		Port Macquarie	244.10	10.17	263.45	10.98	263.45	10.98
		Maitland	273.25	11.39	275.45	11.48	275.45	11.48
		Wollongong	257.25	10.72	259.45	10.81	259.45	10.81
		Orange	270.25	11.26	278.45	11.60	278.45	11.60
		Broken Hill	244.10	10.17	246.15	10.26	246.15	10.26
		Dubbo	244.10	10.17	246.15	10.26	246.15	10.26
		Bathurst	244.10	10.17	246.15	10.26	246.15	10.26
		Other Country Centres	222.10	9.25	224.15	9.34	224.15	9.34
2	15.5	Meal Allowance (based on the Overtime Meal rate (which is the same for breakfast, lunch or dinner) provided by The Treasury Review of Meal, Travelling and Related Allowances).	2014 28.20		2015 28.80		2016 28.80	
3	15.6.1 15.6.3 (a)	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate pursuant to clause (15.8). Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong and HSC Inquiry Centre. Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong	12.16 per day		12.16 per day		10.56 per day	

4		Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work:			
(a)	15.6.2	Itinerant markers	0.760	0.760	0.660
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 km up to maximum 160 km per day	0.304	0.304	0.264
			1/7/2014	1/7/2015	1/7/2016
5	15.6.3(c)	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area in excess of 100 km from the marking centre	136.61	140.71	144.93
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	215.82 once per engagement	222.29 once per engagement	228.96 once per engagement
6	15.2.8	External On-screen Marking ICT Allowance for use of ICT facilities broadband	11.59 once per engagement	11.94 once per engagement	12.30 once per engagement

Table 5 - Hourly Rates Floor to Apply to Corporate On-Screen marking:

Classification	Weekday Rates			Weekday Supplementary			Weeknights and Saturday Rates			Sunday Rates		
	Per Hour from			Per Day from			Per Hour from			Per Hour from		
	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16
	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%
Marker	72.44	74.61	76.85	70.20	72.31	74.48	80.70	83.12	85.61	108.61	111.87	115.23

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2016

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.

(Case No. 2016/00167952)

Before Commissioner Murphy

2 June 2016

AWARD

Clause No.	Subject Matter
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Schedule 1 - ICAC Officer Classification Salary Rates
Schedule 2 - Allowance Rates
Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2016.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

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

Executive - the ICAC's statutory officers and Executive Directors

Commissioner - the Commissioner of the ICAC

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

3. Aims of the Award

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

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

The Award aims to achieve the following outcomes:

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

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

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

respect each other and work collaboratively

preserve the ICAC's independence.

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

4. Communication and Consultation

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

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

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

PSA representation - a PSA industrial staff representative.

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

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

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

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

5. ICAC Officer Classification and Salary Structure

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

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

Private sector (Information Technology)
- (4) The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.

- (5) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 2.5% from the first full pay period on or after 1 July 2016.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the Independent Commission Against Corruption Act 1988.
- (2) Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
- (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.
- (7) Satisfactory performance encompasses, but is not limited to:
- (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
- (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of Independent Commission Against Corruption Act 1988, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.
- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a

permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
- (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
- (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be

entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

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

9. Redundancy and Redeployment

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

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the Industrial Relations Act 1996.
- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.

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

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

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.

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

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.
- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

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

13. Annual Leave

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

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained.

Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.

- (2) Easter Thursday: The Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Long Service Leave (Extended Leave)

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

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, eg recreation leave, sick leave and LSL will accrue at the single time rate where a staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

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

be able to be recognised for LSL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

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

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

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

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.
- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

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

19. Military Leave

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

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

- (b) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a 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.
- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

- (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The 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.
- (10) Notification Requirements
- (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph (9)(a) and the Commissioner's decision made under paragraph (9)(b) must be recorded in writing.
 - (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commission in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before

- commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
 - (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
 - (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
 - (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
 - (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
 - (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
 - (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
 - (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

- (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.
- (20) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
- (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

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

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
- (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
- (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.

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

23. Special Leave

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

23. A Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (2) Leave entitlements provided for, Family and Community Service Leave, Sick Leave and Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause 23.2 are exhausted, Department Heads shall grant Special Leave .
- (4) 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.(5)Personal information concerning domestic violence will be kept confidential by the agency.

- 6) 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.

24. Study. Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:

- (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
- (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
- (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.

- (5) Investigations Staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
- (a) Investigators/Financial Investigators/Surveillance Operatives 9.1%
 - (b) Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

27. Performing Higher Duties

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

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
- (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.
- (2) Associate's Allowance
- Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.
- (3) Community Language Allowance
- Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.
- (4) First Aid Allowance
- (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

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

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

- (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.
- (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.
- (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Surveillance Operatives are exempt from this rule and would have their own policy.
- (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.
- (e) For travel involving no overnight stay no meal allowance will be paid. Surveillance Operatives are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.
 - (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
- (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.

(7) Motor Car allowances

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

29. Investigators, Surveillance Officers and Technical Services Officers

- (1) An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
- (2) The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

30. Secure Employment Test Case - WHS Obligations

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

- (4) Disputes regarding the application of this Clause

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

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

31. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty, within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (6) 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.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

33. Anti-Discrimination

- (1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, pregnancy or potential pregnancy, disability, homosexuality or other sexual orientation, transgender identity, age, carer's or family responsibilities.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

34. Salary Packaging

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

35. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This Award rescinds and replaces the Independent Commission Against Corruption Award published 19 February 2016 (379 I.G. 225) from 1 July 2016 and shall remain in force until 30 June 2017.
- (c) This award complies with section 19 of the Industrial Relations Act 1996.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

ICAC GRADE	FFPP 1.7.16 \$
1A	51,650 52,785 54,605 55,974 57,337
1B	58,250 59,836 61,658 63,252 64,847
1C	64,617 66,209 68,029 69,621 71,896
2	73,264 74,857 76,904 79,404 81,229
3	83,502 85,776 87,598 90,326 92,603
4	94,651 96,926 99,887 102,615 105,350
5	107,388 109,892 113,080 116,720 119,451
6	120,133 123,771 126,281 129,463 133,562
7	131,740 133,784 136,062 138,109 143,341
8	140,386 144,252 147,892 151,531 155,396

SCHEDULE 2 - ALLOWANCE RATES

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

Allowance	FFP 1.7.16 \$
Associate's Allowance subclause 28(2)	
- Total allowance payable in 12 month financial period not to exceed	6,187 pa
- 50% allowance payable to approved staff members on basis of training and availability	3,093 pa
- Daily Rate	77.34 pd
Community Language Allowance Scheme subclause 28(3)	1,345 pa
Alarm Allowance	4,214 pa
First Aid Allowance (Senior)	1,301 pa
First Aid Officer Allowance subclause 28(4)	866 pa

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

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

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

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

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

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

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

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.

(b) Specified journey rate will be 40% of official business rate.

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

(a) Loadings of

(i) 15% for Mondays to Fridays

(ii) 50% for Saturdays

(iii) 75% for Sundays

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

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

- (1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

- (2) Personal 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 (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
 - (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (3) A family member for the purposes of (2) (a) above is:
- (a) a spouse of the staff member; or
- (b) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or of defacto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:
- "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- "household" means a family group living in the same domestic dwelling.
- (4) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

J.V. MURPHY, Commissioner

LANDCOM AWARD 2015

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.

(Case No. 2016/00155563)

Before Commissioner Murphy

2 June 2016

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Area, Incidence and Duration
4.	Parties and Coverage
5.	Definitions
6.	Local Arrangements
7.	Dispute resolution
8.	Consultation
9.	Salaries
10.	Classifications
11.	No extra claims
12.	Hours of work
13.	Agreed Absences
14.	Standard Hours
15.	Part Time Staff Members
16.	Filling Positions
17.	Casual Employment
18.	Recruitment and selection
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20.	Salary Sacrifice and Packaging
21.	Payment of Expenses
22.	Higher Duties Allowance
23.	Allowances - General
24.	Excess Travelling Time
25.	Meal Allowances
26.	Use of Private Motor Vehicles
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28.	First Aid Allowance
29.	Weekend And Public Holiday Allowance
30.	Uniforms, Protective Clothing and their Maintenance
31.	Compensation for Damage to or Loss of Private Property
32.	Overtime
33.	Rates for payment of Overtime
34.	Rest Periods
35.	Meal Breaks
36.	Compensation for directed overtime
37.	Provision of Transport
38.	Leave
39.	Annual Leave

40. Sick Leave
41. Sick Leave - Workers' Compensation
42. Sick Leave - Other Than Workers' Compensation
43. Sick Leave - Requirements for Medical Certificate
44. Sick leave to Care for a Family Member
45. Maternity Leave
46. Parental Leave
47. Adoption Leave
48. Family and Community Service Leave
49. Observance of Essential Religious or Cultural Obligations
50. Long service Leave
51. Leave Without Pay
52. Military Leave
53. Special Leave
54. Leave for Matters Arising from Domestic Violence
55. Staff Development, Training Activities and Study Assistance
56. Exchanges
57. Relocation Package
58. Termination of Employment
59. Working from Home
60. Private Employment
61. Management of Displaced Staff Members
62. Child Care Arrangements
63. Performance management
64. Unsatisfactory Performance or Misconduct
65. Anti-Discrimination
66. Association Activities
67. Access to Facilities
68. Right of Entry
69. Industrial Action
70. Technological Change
71. Association Deductions
72. Public Holidays
73. Community Language Allowance.
74. Flexible Work Practices
75. Secure Employment
76. Work Health and Safety
77. Lactation Breaks
78. Monetary Rates Table

APPENDIX A

APPENDIX B - SALARY SCHEDULE

2. Title

This award shall be known as the Landcom Award 2016.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
 - (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
 - (b) Crown Employees (Public Sector Salaries 2015) Award
 - (c) Crown Employees (Planning Officers) Award 2008

- (d) Crown Employees (Senior Officers Salaries) Award 2012
 - (e) Landcom (Conditions of Employment 2004) Award
 - (f) Landcom (Salaries 2004) Award
 - (g) Any other award, agreement or determination that affected Landcom as a Division of the Department Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
- (3) This award rescinds and replaces the Landcom Award 2015 published 3 July 2015 (377 I.G. 1016) and shall take effect from 1 July 2016 and shall remain in force until 30 June 2017.
- (4) This award complies with Section 19 of the Industrial Relations Act 1996.

4. Parties and Coverage

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

5. Definitions

"Act" means the Landcom Corporation Act 2001.

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

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

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

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

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

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

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

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

"Corporation" means Landcom as established by the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Local Arrangements

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

7. Dispute Resolution

- (1) Subject to the provisions of the Industrial Relations Act 1996, all grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Landcom, if required.
- (2) A staff member is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Landcom staff member or member of the public.

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

8. Consultation

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

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

Landcom representatives	3
Association representatives	3

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

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

9. Salaries

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

10. Classifications

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

11. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

12. Hours of Work

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

13. Agreed Absences

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

14. Standard Hours

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

15. Part Time Staff Members

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

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

16. Filling Positions

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

17. Casual Employment

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

Annual salary divided by 26.08929 divided by ordinary fortnightly hours for the classification
 - (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

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

50 percent for work performed on Saturdays,

75 percent for work performed on Sundays,

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

- (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1955.
- (d) Casual employees are entitled to unpaid parental leave in accordance with Appendix A .
- (e) Personal Carers entitlement for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in sub clause 44(4) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (f)(i) or (f)(ii), and the notice requirements set out in (f)(iii).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not to engage a casual employee are otherwise not affected.
- (f) The casual employee shall, if required,
 - (i) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) Establish by production of documentation acceptable to Landcom or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - (iii) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (g) Bereavement entitlements for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by Landcom).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence, inform Landcom of their inability to attend

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

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

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

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

18. Recruitment and Selection

(1) Filling Vacancies

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

(2) Eligibility Lists

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

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

19. Job Evaluation

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

20. Salary Sacrifice and Packaging

(1) Salary Sacrifice - General

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

(2) Salary Sacrifice - Superannuation

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

- (b) Where the staff member has elected to sacrifice a portion of salary to additional superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this award.
- (c) The staff member may elect to have the portion of salary which is sacrificed to additional superannuation contributions:
- (i) Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employee contributions, or
 - (ii) Subject to Landcom's agreement, paid into a private sector complying superannuation scheme as employee superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of subclause (c) above, Landcom will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member is a member of a superannuation scheme established under:
- The Police Regulation (Superannuation) Act 1906;
- The Superannuation Act 1916;
- The State Authorities (Superannuation) Act 1987;
- The State Authorities Non-contributory Superannuation Act 1987; or
- The First State Superannuation Act 1992.
- Landcom must ensure that the amount of any additional employee superannuation contributions specified in subclause (a) above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.
- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, a staff member had entered into an agreement with Landcom to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, Landcom will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Landcom may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

21. Payment of Expenses

- (1) Landcom shall meet any expenses, including those relating to official travel and associated expenses, actually and necessarily incurred by a staff member within the guidelines set by management when undertaking approved official business (either in advance or as a reimbursement).

- (2) Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member. As applicable, receipts shall be produced in accordance with Australian Tax Office requirements

22. Higher Duties Allowance

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

23. Allowances - General

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

- (1) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 35(4) Overtime meal allowances; and
 - (b) Clause 26(3) Use of private motor vehicles during work related duties.
- (2) Allowances payable in terms of clauses listed in this paragraph shall be subject to a percentage increase pursuant to clause 11 Salary Increases:
 - (a) Clause 28(1) First Aid Allowance
 - (b) Clause 34(4) Rest Periods (On call (Standby) Allowance);
 - (c) Clause 73 Community Language Allowance; and
 - (d) Clause 29(1) & 29(2) Weekend and Public Holiday Allowance.

24. Excess Travelling Time

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

- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (5) Travelling time shall not include the time:
- normally taken for the periodic journey from home to headquarters and return;
 - on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - on board a ship or aircraft.
 - spent travelling overseas on official business.

(6) **Waiting Time**

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

(7) **Payment**

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

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

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

25. Meal Allowances

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

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

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

In such instances, the staff member shall be paid the amount equivalent to the expense incurred or the allowance specified for breakfast or an evening meal at Item 1 of the Monetary Rates Table of this award, whichever is the lesser.

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

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

In such instances, the staff member shall be paid the amount equivalent to the additional expense incurred or the allowance specified for lunch at Item 1 of the Monetary Rates Table of this award, whichever is the lesser.

26. Use of Private Motor Vehicles

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

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

- (2) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
- (3) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified at Item 2 of the Monetary Rates Table of this award for the use of such private motor vehicle.
- (4) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Corporation, provided:
 - (a) the damage is not due to gross negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (5) Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (6) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

27. Overseas Travel

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

28. First Aid Allowance

- (1) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified at Item 3 of the Monetary Rates Table of this award.

- (2) The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave that exceeds four weeks.
- (3) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a first aid allowance for assuming the duties of a First Aid Officer.

29. Weekend and Public Holiday Allowance

- (1) The Sales Representatives working three out of four weekends, on average, shall be entitled to an allowance as specified at Item 7 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (2) The Sales Information Officers working two out of four weekends, on average, shall be entitled to an allowance as specified at Item 7 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (3) The annual allowance is an all inclusive addition to salary which represents compensation for all incidences of employment.
- (4) Notwithstanding provisions contained elsewhere in this Award, the Sales Representatives shall be paid at the appropriate "casual rate" when using private motor vehicles for work.

30. Uniforms, Protective Clothing and Their Maintenance

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

31. Compensation for Damage to Or Loss of Private Property

- (1) Where damage to, or loss of, a staff member's private property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act, 1987 and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- (2) If a claim under subclause (1) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to, or loss of, private property, if such damage or loss:
 - (a) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect the Corporation's property from loss or damage.
- (3) Compensation in terms of subclause (2) of this clause shall be limited to the amount necessary to repair the damaged item.

- (4) Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to, or only marginally different from, the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (5) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items that are ordinarily required for the performance of the staff member's duties.
- (6) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles and hearing aids are damaged or destroyed by natural disasters or by theft or vandalism.

32. Overtime

(1) General

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

(2) Application

The provisions of this clause shall not apply to:

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

33. Rates for Payment of Overtime

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

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

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

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

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

34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
 - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
 - (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
 - (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
 - (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
 - (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.
- (4) On call (Standby)

A staff member shall be paid the on call allowance as specified at Item 4 of the Monetary Rates Table of this award when directed by the Corporation to be on call outside the staff member's working hours pursuant to the provisions of clauses 12 Hours of Work and 14 Standard Hours of this award.

35. Meal Breaks

- (1) Staff members working pursuant to the provisions of clause 14 Standard Hours of this award and who are required to work overtime on weekdays for an hour and a half or more after the staff member's standard hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
 - (2) Staff members working pursuant to the provisions of clause 12 Hours of Work of this award and who are required to work overtime on weekdays beyond the conclusion of the daily bandwidth applicable to them, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
 - (3) Any staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.
- (4) Meal Allowances
- (a) If an adequate meal was not provided by the Corporation, a meal allowance shall be paid by the Corporation for meals taken during the meal breaks available pursuant to this award, provided the Chief Executive Officer is satisfied that:
 - (i) the time worked is directed overtime;

- (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the meal allowance shall be at the rate specified at Item 5 of the Monetary Rates Table of this award.
 - (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
 - (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
 - (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
 - (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

36. Compensation for Directed Overtime

- (1) The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance this clause.
- (2) Leave in Lieu of Payment
 - (a) A staff member who works directed overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of directed overtime worked.
 - (b) The following conditions shall apply to the leave in lieu:
 - (i) the staff member shall advise the supervisor before the overtime is worked, or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (ii) the leave in lieu shall be calculated at the same rate as would have applied to the payment of overtime in terms of clause 33 Rates of Pay of Overtime of this award.
 - (iii) the leave in lieu must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member;
 - (iv) the leave in lieu shall be taken in hours;
 - (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association;
 - (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and

- (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.

37. Provision of Transport

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

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

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

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

38. Leave

(1) General

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

(2) Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify, or arrange for another person to notify, the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall cause to be deducted from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be one hour in a 24 hour period, and it will be calculated based on actual period of leave hours taken.

- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

(3) Application for Leave

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

39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.

- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.

(4) Limits on Accumulation and Direction to Take Leave

- (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.

- (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.

- (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.

- (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

(5) Conservation of Leave

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

- (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and

- (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.

(6) Miscellaneous

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

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

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

40. Sick Leave

(1) General

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

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

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each year. Any leave accrued and not utilised accumulates.
 - (b) From 1 January 2011, paid sick leave entitlement will accrue progressively from day to day. Prior to 1 January 2011, sick leave on full pay accrues at the beginning of the calendar year. Staff members appointed after 1 January 2011 will be granted an accrual of 5 days sick leave upon commencement. After the first four months of employment sick will accrue progressively at the rate of 10 days per year for the balance of the first year of service. After the first year of service, sick leave will accrue at the rate of 15 days per year of service.
 - (c) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (d) Notwithstanding the provisions of paragraph (c) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (e) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (3) Payment During the Initial 3 Months of Service

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

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

- (4) Seasonal or Relief Staff

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

41. Sick Leave - Workers' Compensation

- (1) The Chief Executive Officer shall advise each staff member of the rights under the Workers' Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers' Compensation Act 1987, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.

- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the Workers' Compensation Act 1987.
- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.
- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (8) If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (9) A staff member may be required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (10) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (11) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the Workers Compensation Act 1987.
- (12) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Chief Executive Officer either under the Workers' Compensation Act 1987 or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

42. Sick Leave - Other Than Workers' Compensation

- (1) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the Workers Compensation Act 1987, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:

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

43. Sick Leave - Requirements for Medical Certificate

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

44. Sick Leave to Care for a Family Member

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

who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (2) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

45. Maternity Leave

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

- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (6) A staff member who:
 - (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- (7) A staff member who:
 - (a) becomes pregnant and wishes to take maternity leave; and
 - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
 - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.

Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

46. Parental Leave

- (1) Parental leave is available to a staff member who applies for leave to look after their child or children. Parental leave applies as follows:
 - (a) short parental leave is an unbroken period of up to one week on full pay or two weeks on half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy, or in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave is for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in this subclause.
- (2) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

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

47. Adoption Leave

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

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

A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, long service leave, agreed absences or family and community service leave.

- (8) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A .

48. Family and Community Service Leave

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

additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44 Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

49. Observance of Essential Religious Or Cultural Obligations

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

50. Long Service Leave

- (1) Entitlement to Long Service Leave
- (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
 - (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
 - (ii) after service in excess of 10 years, to:
 - 1. leave as provided by subparagraph (i), and
 - 2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.

- (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.
- (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of Clause 72, Public Holidays of this award and shall not be debited from a staff member's long service leave entitlement.
- (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday.
- (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the full time rate whilst a staff member takes long service leave at double pay.
- (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
 - (i) service referred to in this clause includes service before the commencement of this award, and
 - (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
 - 1. any long service leave, or leave in the nature of long service leave, and
 - 2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the Public Service (Amendment) Act 1919 as in force at any time, and
 - (iii) the provisions of the Transferred Officers Extended Leave Act 1961 have effect.
- (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the Transferred Officers Extended Leave Act 1961.
- (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
 - (i) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
 - (ii) by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled:
 - (iii) for 5 years' service, to 1 month's leave on full pay, and
 - (iv) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).

- (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:
- (i) has been fixed by an award of the Commonwealth:
 - 1. made under the Conciliation and Arbitration Act 1904 of the Commonwealth, or
 - 2. made under the Industrial Relations Act 1996, or
 - (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the Public Sector Employment and Management Act 2002,

means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.
- (k) For the purposes of paragraph (a), service includes:
- (i) service under the Teaching Services Act 1980, and
 - (ii) service as an administrative officer under the Police Service Act 1990, and
 - (iii) any period of leave without pay taken before the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963, and
 - (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.
- (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:
- (i) to include any period of leave without pay taken before the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963, and
 - (ii) to exclude any period of leave without pay taken after that commencement.
- (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963.
- (2) Gratuity Payment
- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.
 - (b) Any pension to which any such staff member is entitled under the Superannuation Act 1916 commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
 - (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the Transferred Officers Extended Leave Act 1961 apply to the periods of service for which the leave has accrued.
- (3) Payment Where Eligible Staff Members have Died

- (a) If an staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:
- (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

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

- (b) If a staff member with at least 5 years' service as an adult and less than 10years' service as referred to in this clause dies:
- (i) the widow or widower of the staff member, or
 - (ii) if there is no such widow or widower, the children of the staff member, or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member,

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

- (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.
- (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.

(4) Long Service Leave for Temporary Employees

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

51. Leave Without Pay

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

- (2) Leave without pay may be granted on a full-time or a part-time basis.
- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay .
- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

52. Military Leave

- (1) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (2) Up to 24 working days military leave per year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (1) of this clause.
- (3) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer a certificate of attendance signed by the commanding officer or other responsible officer.

53. Special Leave

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

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

- (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
- (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.

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

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

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

(4) Called as a Witness in a Private Capacity

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

(5) Examinations

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

(6) Return Home When Temporarily Living Away from Home

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

(7) Return Home When Transferred to New Location

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

(8) National Aborigines and Islander Day of Commemoration Celebrations

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

(9) Other Purposes

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

(10) Matters Arising from Domestic Violence Situations

When the leave entitlements referred to in clause 54, Leave for Matters Arising From Domestic Violence, have been exhausted, the Chief Executive Officer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

54. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 5 of this award.
- (2) Leave entitlements provided for in clause 48, Family and Community Service Leave, clause 40, Sick Leave and clause 44, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause (2) are exhausted, the Chief Executive Officer shall grant Special Leave as per clause 53(10).
- (4) The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (5) Personal information concerning domestic violence will be kept confidential by Landcom.
- (6) The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

55. Staff Development, Training Activities and Study Assistance

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

56. Exchanges

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

57. Relocation Package

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

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff members as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

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

58. Termination of Employment

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

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

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

59. Working from Home

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

60. Private Employment

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

61. Management of Displaced Staff Members

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

62. Child Care Arrangements

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

63. Performance Management

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

- (f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.
- (g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 63, Unsatisfactory Performance or Misconduct of this award.

(2) Accelerated Progression

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

64. Unsatisfactory Performance Or Misconduct

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

65. Anti-Discrimination

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

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

66. Association Activities

(1) "On duty" Activities

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

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the Work Health and Safety Act 2011 and the Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before-
 - (i) meetings with management;
 - (ii) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (iii) any other meeting with management.by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

(2) Special Leave Activities

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

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

(3) Training Courses

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

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

67. Access to Facilities

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

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

68. Right of Entry

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

69. Industrial Action

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

70. Technological Change

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

71. Association Deductions

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

72. Public Holidays

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

73. Community Language Allowance

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not employed as interpreters and translators or employed in positions where particular language skills are an integral part of the essential requirements of the position shall be paid an allowance as specified at Item 6 of the Monetary Rates Table of this award.

74. Flexible Work Practices

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

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.
2. Job sharing	Job sharing is an arrangement whereby one job is shared between part-time staff members.
3. Part time leave without pay	Part-time leave without pay allows staff members currently working full-time to work part-time, with leave without pay for the balance of full-time hours.
4. Career break scheme	This scheme is available for purposes such as extending parental leave, study, travel, personal and professional development, alternative employment and voluntary work.
5. Part year employment	This option allows staff members to take a number of weeks unpaid leave in addition to their annual entitlement to recreation leave. Salary is paid for weeks worked, and for recreation leave accrued,

and the remaining weeks are unpaid.

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

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

For the purposes of this Clause the provisions of Clause 12, Hours of Work of this Award will apply, subject to the following exception:

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of Clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this Clause.

75. Secure Employment

(1) Objective of this Clause

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

(2) Casual Conversion

- (a) A casual employee engaged by Landcom on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Landcom shall give a casual employee notice in writing of the provision of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if Landcom fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Landcom that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, Landcom shall consent to or refuse the election, but shall not unreasonably so refuse. Where Landcom refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from Landcom, elect to convert his or her ongoing contract of employment to 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 Landcom.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (2)(c), Landcom and the employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
 - (i) Whether the employee will convert to full-time or part-time employment; and
 - (ii) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

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

76. Work Health and Safety

- (a) For the purpose of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contact business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which is contracted by another employer to provide a specific service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall do the following (either directly, or 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 work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

Disputes Regarding the Application of this Clause

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

77. Lactation Breaks

- (a) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (b) A 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.
- (c) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- (e) Landcom shall provide access at the head office to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (g) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (h) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 74 Flexible Work Practices of this award, where applicable.

78. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	1 July 2016
1	21	<p>Capital cities and high cost country centres (see list below)</p> <p>Breakfast Allowance Evening Meal Allowance Lunch Allowance</p> <p>Capital Cities</p> <p>Adelaide Brisbane Canberra Darwin Hobart Melbourne Perth Sydney</p> <p>High Cost country centres</p> <p>Alice Springs (NT) Ballarat (Vic) Broken Hill (NSW) Broome (WA) Burnie (Tas) Cairns (Qld) Christmas Island Cocos (Keeling) Islands Dampier (WA) Derby (WA) Devonport (Tas) Exmouth (WA) Gold Coast (Qld) Geelong (Vic) Halls Creek (WA) Horn Island Jabiru (NT) Kalgoorlie (WA) Karratha (WA) Katherine (NT) Kununurra (WA) Launceston (Tas) Maria (SA) Newcastle (NSW) Newman (WA) Nhulunbuy (SA) Norfolk Island Paraburdoo (WA) Pt Hedland (WA) Roebourne (WA) Thursday Island Tom Price (WA)</p>	(ATO rates for 2016-2017)

		Wagga Wagga (NSW) Weipa (Qld) Wilpena (SA) Wollongong (NSW) Wyndham (WA) Yulara (NT) Other country centres Breakfast Allowance Evening Meal Allowance Lunch Allowance	(ATO rates for 2016-2017)
2	26	Use of private motor vehicle during work related duties Official business rate: Casual rate:	(ATO rates for 2016-2017) (ATO rates for 2016-2017)
3	28	First Aid allowance: (a) Holder of a current First Aid Certificate and designated First Aid Officer (b) Holder of a Current Occupational First Aid Certificate and designated First Aid Officer	Per Annum \$ 873 1,314
4	34(4)	On call allowance	95 cents per hour
5	35(4)	Overtime meal allowance: Breakfast Allowance Lunch Allowance Dinner Allowance	(ATO rates for 2016-2017)
6	73	Community Language Allowance	1,358 per annum
7	29	Weekend and Public Holiday Allowance Work on 3 of 4 weekends Work on 2 of 4 weekends	\$ per annum 13,289 8,859

APPENDIX A

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

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

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

(3) Right to request

- (a) An employee entitled to parental leave may request Landcom to allow the employee:
 - (i) To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) Landcom shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Landcom's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and Landcom's decision to be in writing.

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

- (d) Request to work part-time

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

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Landcom shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform Landcom any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

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

APPENDIX B

SALARY SCHEDULE

Landcom Officer classification	1 July 2016 \$ per annum
Officer	
Level 1 Salary point 1	50,187
Level 1 Salary point 2	53,353
Level 1 Salary point 3	55,701
Level 1 Salary point 4	58,345
Level 2 Salary point 5	62,727
Level 2 Salary point 6	65,136
Level 2 Salary point 7	68,151
Level 3 Salary point 8	71,564
Level 3 Salary point 9	74,595
Level 3 Salary point 10	78,315
Level 4 Salary point 11	82,838
Level 4 Salary point 12	86,155
Level 4 Salary point 13	91,415
Management	
Level 5 Salary point 14	99,051
Level 5 Salary point 15	104,235
Level 5 Salary point 16	109,305
Level 6 Salary point 17	115,977
Level 6 Salary point 18	120,543
Level 6 Salary point 19	125,520
Level 7 Salary point 20	131,931
Level 7 Salary point 21	137,676
Level 7 Salary point 22	145,146
Senior Management	
Level 8 Salary point 23	157,515
Level 8 Salary point 24	164,451
Level 8 Salary point 25	172,251
Level 9 Salary point 26	172,598
Level 9 Salary point 27	184,767
Level 10 Salary point 28	190,951
Level 10 Salary point 29	209,608

J.V. MURPHY, Commissioner

(1919)

SERIAL C8532

SERVICE NSW (SALARIES AND CONDITIONS) EMPLOYEES AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Service NSW.

(Case No. 2016/00119001)

Before Commissioner Murphy

24 May 2016

AWARD

Clause No. Subject Matter

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3. Parties to the Award
4. Area, Incidence and Duration
5. Reward & Recognition Management
6. Consultative Mechanism

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SECTION 1 - APPLICATION AND OPERATION

1. Title

- 1.1 This award shall be known as the Service NSW (Salaries and Conditions) Employees Award 2016.

2. Definitions

- (a) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- (b) Award means the Service NSW (Salaries and Conditions) Employees Award 2016,
- (c) Daily rate or rate per day means the rate payable for 24 hours, unless otherwise specified.
- (d) Division Head means the Chief Executive Officer of Service NSW and includes the delegate of the Chief Executive Officer as appropriate.
- (e) "Employee" shall mean a person employed by Service NSW.
- (f) "Employer" shall mean Service NSW under delegation by the Industrial Relations Secretary pursuant to s50 of the Government Sector Employment Act 2013.
- (g) Extended leave means extended (long service) leave to which an employee is entitled under the provisions of Schedule 1 to the Government Sector Employment Regulation 2014, as amended from time to time.
- (h) Headquarters means the centre(s) to which an employee is attached, or from which an employee is required to operate on a long-term basis.
- (i) Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Division Head, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.

- (j) "Parties" shall mean Service NSW and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- (k) Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time role or under a part-time arrangement.
- (l) Public holiday means a day proclaimed under Part 2 of the Public Holidays Act 2010, as a public holiday.
- (m) Service NSW, means the Public Service executive agency known as Service NSW, related to Department of Finance, Services and Innovation, or subsequent Department, established under Schedule 1 Part 2 of the Government Sector Employment Act 2013 (NSW).
- (n) Public Service senior executive (PSSE) means the Chief and Public Service senior executives, employed pursuant to Division 4 of Part 4 of the Government Sector Employment Act 2013.
- (o) Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.

3. Parties to the Award

- 3.1 This Award has been made between Service NSW and Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Area, Incidence and Duration

- 4.1 This Award applies to all employees of Service NSW as defined in Schedule 1, Part 2 of the Government Sector Employment Act 2013.
- 4.2 This Award will come into effect on and from 1 July 2016 and will remain in force for 24 months , and rescinds and replaces the Services NSW (Salaries and Conditions) Employees Award 2015, published 3 July 2015 (377 I.G. 1265).

5. Reward & Recognition Management

- 5.1 Service NSW recognises the value to the organisation of rewarding staff commitment and outstanding performance. Service NSW will commit to the development of a reward and recognition system during the term of this Award. This process will be facilitated through the establishment of a reward and recognition working party and agreed terms of reference.
- 5.2 The aims of the Service NSW Reward & Recognition Management system are (consistent with the NSW Government Wages Policy):
 - a) to establish a climate of continuous improvement within Service NSW.
 - b) to match individual objectives with Service NSW objectives and Corporate and Strategic Plans.
 - c) to provide a process that ensures open communication between staff and supervisors about the work they do, how it is done and how contribution is managed, recognised and rewarded.

6. Consultative Mechanism

- 6.1 Service NSW will consult with its employees and the Association where the implementation of significant change is being considered. There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and employees. The consultative provisions are directed toward the development of a relationship of inclusion, involvement and mutual trust between the parties.

Joint Consultative Committee (JCC)

- 6.2 Service NSW, delegates and Association representatives, will meet at least four (4) times per year, via a joint consultative committee process. The Joint Consultative Committee (JCC) will consist of senior Service NSW management representatives, Association representatives and site delegates, as appropriate. This Committee will meet to consult on matters which have organisational wide impact or implications and matters that have been escalated from local consultative committees.

Local Consultative Committees

- 6.3 Local site Consultative Committees will be established at Service NSW workplaces to discuss local issues. The Committees will consist of representatives of local management and employees as well as an Association representative. These Committees will meet to consider local matters.
- 6.4 Local site Consultative Committees will meet where practical and provide updates to and/or refer unresolved matters to the Service NSW JCC.

General Consultative Arrangements

- 6.5 When a change is proposed that will have an impact on the working arrangements of employees, including the introduction of technological change, Service NSW will consult with employees and the Association. Service NSW will provide relevant information about:
- i) The proposed change;
 - ii) Effects on the employees;
 - iii) The rationale for the proposed changes based on business needs; and
 - iv) The proposed time frame and plan for managing the change.
- 6.6 Service NSW will meet with the affected employees and the Association and discuss the effects of the changes on the employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected employees.
- 6.7 The employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with the Association, to consider the change and respond to any proposed changes.
- 6.8 Service NSW will genuinely consider all input provided by employees and the Association and provide timely responses to matters raised.

When assessing strategies for managing change, Service NSW may consider a range of options to mitigate the impact on employees including, attrition, voluntary redundancy programs, job redesign, redeployment, training and development, use of leave by agreement and conversion to part-time employment.

- 6.9 Where matters cannot be resolved through the consultative process, any party may utilise the Grievance and Dispute Settling Procedure at Clause 38.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Service NSW - Classifications and Salaries

Salary rates for the following classifications shall be paid in accordance with Schedule A - Service NSW Salaries.

7.1 Contact Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Customer Concierge Operator	Grade 2	Year 1	Grade 2	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Service Quality Coach	Grade 6	Year 1	Grade 7	Year 3
Team Leader	Grade 6	Year 1	Grade 7	Year 3
Call & Resource Planning Analyst	Grade 6	Year 1	Grade 7	Year 3
Assistant Manager	Grade 8	Year 1	Grade 9	Year 3
Contact Centre Manager				
Small	Grade 9	Year 1	Grade 10	Year 3
Medium	Grade 10	Year 1	Grade 11	Year 3
Large	Grade 11	Year 1	Grade 12	Year 3

7.2 Service Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Digital Service Representative	Grade 2	Year 1	Grade 3	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Concierge	Grade 5	Year 1	Grade 6	Year 3
Service Co-ordinator	Grade 6	Year 1	Grade 6	Year 3
Customer Service Representative Driver Tester - Level 1*	Grade 5	Year 1	Grade 5	Year 1
Customer Service Representative Driver Tester - Level 2*	Grade 5	Year 2	Grade 5	Year 2
Customer Service Representative Driver Tester - Level 3*	Grade 5	Year 3	Grade 5	Year 3
Service Centre Manager				
Level 1	Grade 6	Year 1	Grade 7	Year 3
Level 2	Grade 7	Year 1	Grade 8	Year 3
Level 3	Grade 8	Year 1	Grade 9	Year 3
Level 4	Grade 9	Year 1	Grade 10	Year 3
Level 5	Grade 11	Year 1	Grade 11	Year 3
Customer Service Representative Driver Testers:				
*Appointment to Year 1 is based on the successful completion of Type 1 Driving Instructor Knowledge Test and Type 1 Driving Instructor Driving Test in a manual vehicle.				
Progression to Year 2 is subject to the successful completion of relevant training and assessment program/s and Service NSW business requirements.				
Progression to Year 3 is subject to the successful completion of relevant training and assessment program/s and application of Heavy Vehicle Knowledge Test and Service NSW business requirements.				
Progression within the levels for Driver Tester shall be based on the successful completion of relevant training and application, subject to Service NSW business requirements, of designated Driver Tester skills specified in the progression table below.				

Progression Criteria for Customer Service Representative Driver Tester classification

Grade 5 Level 1	Grade 5 Level 2	Grade 5 Level 3
Car Class C	Car Aged Class C	
	Car Driving Instructor Driving Test Class C	
	Heavy Vehicle LR to MR	Heavy Vehicle HR to HC
	Heavy Vehicle Aged LR to MR	Heavy Vehicle Aged HR to HC
	Heavy Vehicle Driving Instructor Driving Test LR to MR	Heavy Vehicle Driving Instructor Driving Test HR to HC
	Short Manual Truck Test (to remove condition B) LR to MR	Short Manual Truck Test (to remove condition B) HR to HC
	Disability Driving Test Class C to MR	Disability Driving Test HR to HC
	Driving Instructor Impart Knowledge Test C to MR	Driving Instructor Impart Knowledge Test HR to HC
	Test Course Design C to MR	Test Court Design HR to HC
	Restricted Journey Aged Tests	
	Motor Cycle	
Explanation of terms: <ul style="list-style-type: none"> • MC - Multi Combination - road train or B-Double • HC - Heavy Combination - heavy articulated vehicle • HR - Heavy Rigid - heavy rigid truck or bus • MR - Medium Rigid - medium rigid truck or bus • LR - Light Rigid - small bus or truck • C - Car 		

8. Forms of Employment

8.1 Employees may be engaged as ongoing, temporary or casual, on either a full-time or part-time basis. Ongoing employment is to be the preferred form of employment for Service NSW.

8.2 Standard Hours - Full-Time

A full-time employee is engaged as such, to work seventy (70) hours per fortnight.

8.3 Standard Hours - Part-Time

A part-time employee is engaged as such, to work at least eight (8) hours per fortnight and less than seventy (70) hours per fortnight.

8.4 Temporary Service NSW Employee

A temporary employee is a person engaged for a limited duration, on a full-time or part-time basis.

8.5 A person may be employed as a temporary employee in Service NSW:

- a) for the duration of a specified task or project, or
- b) to carry out the duties of a role that is temporarily vacant, or
- c) to provide additional temporary assistance in a particular work area, or
- d) in connection with the secondment or exchange of staff, or
- e) to undertake a traineeship or cadetship, or

- f) for any other temporary purpose.
- 8.6 The maximum period for which a temporary employee may be engaged is up to four (4) years. The maximum total period of 4 years may, with the approval of the Public Service Commissioner, be extended for an additional period of up to 12 months to a total of five (5) years.
- 8.7 The commencing and finishing times for each day are determined by local management.
- 8.8 The services of a temporary employee will be terminated:
- a) at the end of the period of employment; or
 - b) at any time by local management or the employee giving two (2) weeks' notice, or pay in lieu thereof.
- 8.9 The re-engagement of a temporary employee is subject to approval by the Chief Executive Officer of Service NSW, or their approved delegate.

Appointment of long term temporary employees

- 8.10 A long term temporary employee may, with the approval of the Division Head, be appointed to an ongoing role in Service NSW, if the Division Head has made a recommendation in accordance with this clause, for the appointment of the employee to the role, subject to the following requirements having been satisfied:
- a) Employment as a Service NSW temporary employee falls within a continuous employment period of at least 12 months.
 - b) The temporary employee must, at some stage of the temporary employment period, have been selected to perform duties at a grade that is the same as (or similar to) the grade of the role concerned (whether or not the duties of the role are substantially the same as the duties performed during the temporary employment), and
 - c) The temporary employee was performing duties at that grade following some form of open competition that involved the merit selection of the employee as the person who, in the opinion of the Division Head, had the greatest merit among the candidates concerned,
 - d) The rate of salary or wages proposed to be payable to the holder of the role concerned at the time of appointment must not exceed the maximum rate payable for Service NSW Grade 11.
 - e) The Division Head must be satisfied that ongoing work is available in respect of the employee and the role in Service NSW,
 - f) The Division Head must be satisfied that the employee has the qualifications, experience, standard of work performance and capabilities to enable the employee to perform the duties of the role concerned,
 - g) Appointment under this clause is not subject to probation, unless the Division Head otherwise directs.

8.11 Casual Employee

A casual employee is any employee who works on an hourly basis as required, and is paid as such.

9. Service NSW Probation Period

- 9.1 All new ongoing employees, other than an employee who immediately prior to their employment in Service NSW was employed in the NSW Public Service in an ongoing role, will be subject to a minimum six (6) month probationary period.

9.2 Service NSW may extend the probationary period once, by up to three (3) months, to a maximum of nine (9) months.

10. Termination of Employment

10.1 Subject to clause 8.8 above, the services of an employee may be terminated by:

- a) resignation, i.e. voluntarily leaving the service of Service NSW
- b) retirement
- c) dismissal or
- d) redundancy

10.2 Period of notice

- a) With the exception of casual employees, two (2) weeks' notice of termination of employment by an employee or the employer shall be given and paid, or such further period as agreed by the employee and employer. Service NSW may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- b) Employees over forty-five (45) years of age will be provided with an additional one (1) weeks' notice.
- c) Notwithstanding anything contained in this clause, Service NSW may dismiss any staff member without notice for serious and wilful misconduct or neglect of duty. In such cases, salary and entitlements will only be paid up to the time of dismissal.
- d) On termination, employees are required to return all property belonging to Service NSW. Employees may be required to compensate Service NSW for property which is not returned.

11. Spread of Operating Hours

The standard hours of work shall be worked within the spread of operating hours as follows:

11.1 Service NSW Service Centres

- a) Monday to Friday 6:30am to 7:30pm
- b) Saturday 7:30am to 3:30pm

11.2 Service NSW Contact Centres

- a) Monday to Saturday 6:30am to 7:30pm
- b) Sunday work in Service NSW Contact Centres is a Leave Reserved matter at clause 41.

11.3 Service NSW Corporate Office

- a) Monday to Friday 6:30am to 7:30pm

11.4 In the event that Service NSW employs staff outside of the prescribed spread of operating hours, both parties agree to negotiate new provisions in respect of affected employees.

- 11.5 Local arrangements may be negotiated between the Division Head and the Association, and approved by the Secretary of Treasury, in respect of the whole of Service NSW, or part of Service NSW in respect of matters contained within the Award.

12. Meal Break

- 12.1 No employee shall be required to work more than five (5) consecutive hours without a meal break.
- 12.2 A meal break shall be for a minimum of thirty (30) minutes duration. Local management has discretion to approve meals breaks up to one (1) hour duration.
- 12.3 Meal breaks are unpaid.
- 12.4 Tea Breaks
- a) Employees may take a tea break of up to ten (10) minutes duration at a time convenient to the business needs of Service NSW.
 - b) Time taken for such breaks shall be without interruption to service.

13. Change of Operating Hours Within the Spread of Hours

- 13.1 Any change to the operating hours of a Service Centre or Contact Centre within the spread of hours as set out in clause 11 shall be subject to the General Consultative Arrangements as per Clause 6, inclusive of the following consultative process:
- a) Service NSW shall notify employees in writing of any change to operating hours at least six (6) weeks in advance of the date on which the change is proposed to take place.

14. Ordinary Hours of Work

- 14.1 Full Time Employees
- a) The ordinary hours of work for full-time employees of Service NSW are seventy (70) hours per fortnight (Monday to Saturday), which are to be worked over a two (2) week roster cycle, within the spread of hours in clause 11.
 - b) Full-time employees, in a Service Centre or Contact Centre shall be rostered to work their seventy (70) hours per fortnight in either nine (9) days or ten (10) days, Monday to Saturday in the two (2) week roster cycle, based on the operational needs of Service NSW.
 - c) Full-time Service Centre and Contact Centre employees shall not be required to work more than five (5) consecutive days during the roster cycle.
 - c) Subject to rostering arrangements of this Award, any other change to the days worked or the span of hours will be by agreement between Service NSW and the employee.
 - d) Work undertaken on a Saturday will comprise part of an employee's standard hours of work over a two (2) week roster cycle. Employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
 - e) Work undertaken on a Saturday will be subject to the payment of a 50% loading, under clause 16.2.
 - f) The minimum hours to be rostered for work by employees on a Saturday shall be four (4).
- 14.2 Part Time Employees
- a) Part-time work may be undertaken with the agreement of Service NSW.

- b) Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works.
- c) A part-time employee is to work agreed contract hours, less than full-time hours. The part time contract hours are to reflect the regular and systematic hours worked by the part-time employee.
- d) Part-time employees can agree to work additional ordinary hours of duty, at ordinary rates of pay up to thirty-five (35) hours per week. Additional ordinary hours worked will accrue for the purpose of leave, on a pro-rata basis.
- e) Part-time work may be undertaken within the spread of hours, as set out in clause 11 - Spread of Operating Hours.
- f) The hours of work shall be recorded in writing between the employee and Service NSW and advised to the employee in advance in accordance with clause 11 - Spread of Operating Hours.
- g) The minimum hours to be worked by part-time employees on any rostered days, including Saturdays shall be four (4), however a part-time employee retains the right to elect a minimum of three (3) hours.
- h) Part-time employees shall not be required to work more than five (5) consecutive days in any fortnight roster cycle, except by way of mutual agreement.
- i) Part-time employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
- j) Part-time employees will be rostered for specified days, and specified minimum hours per week within the specified spread of hours. Service NSW can change the hours rostered within the specified span by giving four (4) weeks' notice and consulting with affected employees, taking into consideration any direct impact on personal responsibilities and/or individual circumstances. For the purposes of this paragraph, the specified spread of hours shall mean the band of ordinary hours of work that the part-time employee has agreed to work.
- k) Subject to clause 15 - Rosters, any other change to the days worked or the spread of hours will be subject to prior agreement with and written approval by Service NSW.

14.3 Casual Employees

- a) Casual employees shall be engaged as such and work on an hourly basis for a minimum of four (4) hours per engagement, within the spread of hours as set out in clause 11. However a casual employee retains the right to elect a minimum of three (3) hours.
- b) Casual employees shall not be required to work more than five (5) consecutive days under any contract of employment, except by way of mutual agreement.
- c) Casual employees shall be paid the Monday to Friday ordinary hourly rate of pay for the classification in which they are employed, multiplied by 1.17, subject to clause 16.3.
- d) The loading specified above recognises the casual nature of the employment and compensates the employee for all leave (other than Long Service Leave), and all other incidence of employment, except overtime.

15. Rosters

- 15.1 Rosters will be based on fortnightly periods and published four (4) weeks in advance. Rosters will be made accessible to employees.

- 15.2 In the event of an emergency, the hours of work and/or rostered starting and/or finishing times on any one day may be changed by way of mutual agreement.
- 15.3 Where less than seven (7) days notice is given by Service NSW of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- 15.4 Mutual exchanges of rostered days between employees shall be subject to prior agreement of Service NSW.
- 15.5 Where employees are rostered in such a way that the days on which they are rostered to work fluctuates from week to week, an employee rostered off work on a public holiday being a day on which the employee usually works, may elect to be paid by one of the following methods, subject to mutual agreement from Service NSW:
- a) payment of an additional day's salary; or
 - b) addition of one day to the employee's annual holidays; or
 - c) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
- Provided that for this clause "day" is the number of hours the employee would have worked were the employee rostered on that day.
- 15.6 Service NSW can, on up to three (3) Saturdays each calendar year, require employees to attend a training session within the spread of hours as set out in clause 11. The time spent on training will be adjusted as part of the employee's ordinary hours. The employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.
- 15.7 Service NSW employees who are rostered free of duty on a public holiday due to working 9 days, Monday to Saturday in the two (2) week roster cycle under clause 14.1 b) of the Award, are entitled to the provisions of clause 15.5 above.

16. Loadings for Certain Ordinary Hours

- 16.1 Payment for all hours worked within the spread of operating hours Monday to Friday, shall be at the ordinary hourly salary rate.
- 16.2 For full-time and part-time employees, in Contact Centres and Service Centres, payment for all hours of duty on Saturday shall be at the ordinary hourly salary rate plus fifty (50) per cent.
- 16.3 For casual employees, the payment for all hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first level of the classification in which they are employed.
- 16.4 Where part-time employees work in excess of the rostered hours for a day and within the spread of operating hours of duty as set out in clause 11, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- 16.5 Where part-time employees are required to work in excess of the rostered hours on a Saturday, but within the spread of operating hours of duty for Saturday as set out in clause 11, a loading of fifty (50) per cent as prescribed in clause 16.2 of this Part shall apply.

17. Overtime

- 17.1 Full-time employees shall be paid overtime for all time worked:
- a) outside the spread of operating hours of duty as set out in clause 11 - Spread of Operating Hours, for which they are rostered.

- b) before or after the daily ordinary hours of duty set out in the roster described in the provisions of clause 15 - Rosters, and worked within the spread of hours of duty as set out in clause 11 - Spread of Operating Hours.

17.2 Part-time employees and casual employees shall be paid for time worked in excess of the full-time hours of the classification, or outside the spread of operating hours of duty as set out in clause 11, at the appropriate overtime rate.

17.3 Where employees are rostered on six (6) consecutive days, work within the spread of operating hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with clause 16 - Loadings for Certain Ordinary Hours.

Overtime in General

17.4 Service NSW may require an employee to work reasonable overtime, payable at overtime rates.

17.5 An employee may refuse to work overtime in circumstances where the working of overtime would result in the employee working hours which are unreasonable. For the purposes of this paragraph, what is unreasonable or otherwise will be determined by having regard to:

- a) any risk to the employee's health and safety;
- b) the employee's personal circumstances including any family and carer responsibilities
- c) the needs of the workplace or enterprise;
- d) the notice (if any) given by Service NSW regarding the working of overtime, and by the employee of their intention to refuse the working of overtime; or
- e) any other relevant matter.

Payment for Overtime

17.6 Payment for overtime shall be made only where the employee works directed overtime.

17.7 Overtime is not payable for time spent travelling.

17.8 Payment for overtime to employees shall be made at the following rates:

- a) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday, at the rate of time and one-half for the first two (2) hours and double time thereafter.
- b) For all overtime worked on Saturdays, at the rate of time and one-half for the first two (2) hours and double time thereafter.
- c) For all time worked on public holidays at the rate of double time and one-half.
- d) An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment for three (3) hours work at the appropriate overtime rates.
- e) An employee who is called out for emergency duty other than on days provided in paragraph (e) of this clause, shall be paid a minimum payment of three (3) hours work at overtime rates, provided that the hours paid for do not overlap with the employee's normal hours of duty.
- f) An employee whose salary exceeds the maximum rate for Service NSW Grade 9, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Service NSW Grade 9, unless the Division Head approves payment for directed overtime at the employees appointed grade.

Calculation of Hourly Rate for Overtime

17.9 For the purpose of calculating the hourly rate, the following formula shall be used:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{35}$$

Election to Take Leave in Lieu of Overtime

17.10 An employee who works overtime on a Saturday, Sunday or Public Holiday may within two (2) working days following such work, elect to take leave in lieu of payment for all or part of the employee's entitlement in respect of the overtime worked, as calculated in accordance with clauses 17.8 and 17.9 of this clause. Provided that:

- a) Leave in lieu of payment shall be taken at a convenient time, by way of mutual agreement .
- b) Such leave in lieu shall accrue and be taken in rostered shift lengths only.
- c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one (1) seven (7) hour day.
- d) Leave in lieu shall be taken within three (3) months of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an employee may elect to have such leave in lieu added to annual leave credits.
- e) An employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

Meal Allowance - Overtime

17.11 Employees directed to work overtime for an hour and a half or more immediately after their finishing time, without being given twenty-four (24) hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by Service NSW, or be paid the amount as set out at Item 4 of Schedule B for the first and for each subsequent meal occurring every four (4) hours thereafter.

17.12 Where the allowance payable under paragraph 17.11 above is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, Service NSW shall approve payment of actual expenses incurred by the employee.

18. Public Holidays

18.1 Unless directed to attend for duty by Service NSW, an employee is entitled to be absent from duty without loss of pay on any day which is:

- a) A day proclaimed under Part 2 of the Public Holidays Act 2010, as a public holiday; and
- b) A day between Boxing Day and New Year's Day, determined by the appropriate Division Head as a Public Service Holiday.

SECTION 3 - TRAVEL ARRANGEMENTS

19. Travelling Compensation

19.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by Service NSW.

19.2 This clause applies to employees who:

- a) are required to proceed on duty away from their normal headquarters;
- b) cannot return to their normal headquarters on the day of departure; and
- c) do not permanently change their headquarters.

This clause does not apply to employees who are on an employee initiated secondment, for the initial travel to and from the new location.

- 19.3 The Division Head shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 19.4 Service NSW will apply the rates as set at Schedule B, Rates - Allowances, for the following allowances:
- a) Travel allowances (involving overnight stay).
 - b) Meal allowances (not requiring overnight accommodation).
- 19.5 Payment of any actual expenses shall be subject to the production of receipts.

Accommodation Arrangements

- 19.6 An employee, required by Service NSW to work from a temporary location shall be paid the appropriate rate of allowance for accommodation and meal expenses (if not provided by Service NSW) and incidental expenses, as per Schedule B, Rates - Allowances.
- 19.7 Service NSW will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause.
- 19.8 Employees shall obtain prior approval before making their own arrangements for overnight accommodation.
- 19.9 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three (3) star or three (3) diamond standard of accommodation.
- 19.10 The need to obtain overnight accommodation shall be determined by Service NSW, having regard to the safety of the employee travelling on official business and local conditions applicable in the area.
- 19.11 Where employees are required to attend conferences or seminars which involve evening sessions, or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by Service NSW.
- 19.12 Employees who are required to stay in overnight accommodation will receive the rates for that region as set at Schedule B, Rates - Allowances.
- 19.13 For the first thirty-five (35) days, the payment shall be:
- a) Where Service NSW elects to pay the accommodation provider, the employee shall receive:
 - i). The appropriate meal allowance as set at Item 1 of Schedule B, Rates - Allowances, and
 - ii). Incidentals as set at Item 3 of Schedule B, Rates - Allowances
 - iii). Actual meal expenses properly and reasonably incurred, for any residual part day travel

- b) Where Service NSW elects not to pay the accommodation provider, the employee shall receive either:
- i). The appropriate rate of allowance as set at Item 2 of Schedule B, Rates - Allowances, and actual meal expenses properly and reasonably incurred, for any residual part day travel, or
 - ii). In lieu of subparagraph (i) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business, together with an incidentals expenses allowance set out in Item 3 of Schedule B, Rates - Allowances.

19.14 The allowance will be reduced to 50% of the relevant rate for employees who remain in a region for more than 35 days and up to a period of six (6) months.

Excess Travelling Time

19.15 An employee directed to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Division Heads discretion, be compensated for such time either by:

- (a) Payment for travelling time, at the employee's ordinary rate of pay on an hourly basis, shall be calculated as follows:

$$\text{Annual Salary} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal Hours of Work}}$$

- (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (c) Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.

19.16 Provided that the period for which excess travelling time compensation is being sought is more than half an hour on any one day, compensation in respect of excess travelling time payable, is subject to the following conditions:

Travel on a Non-Working day

19.17 Where travel is on a non-working day, excess travelling time is payable for all time spent travelling on official business, after 7:30 am and before 11.00 pm.

Travel on a Working day

19.18 Where travel is on a working day, excess travelling time is payable for all time spent in travelling on official business, before the normal commencing time or after the normal ceasing time, subject to the following conditions:

- (a) the time normally taken for the periodic journey from home to headquarters and return is deducted from the employee's travelling time (except on a non-working day);
- (b) periods of less than a quarter of an hour on any day shall be disregarded;
- (c) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day, where Employees have travelled overnight and accommodation has been provided for them;
- (d) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport and the most practical available route;

- (e) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion, which carries increased salary or where the transfer is for disciplinary reasons, or where the transfer is made at the employee's request;
- (f) travelling time shall not include any overseas travel.

Waiting Time

19.19 When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or to headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time.

Excess Travelling Time - General

- 19.20 The rate of payment for excess travel or waiting time on a non-working day, shall be the same as that applying to a working day.
- 19.21 The hours of excess travel shall not be regarded as work time for the purposes of leave and other entitlements found in this Award.
- 19.22 No payment shall be made under this clause, unless Service NSW is satisfied that excess travel or waiting time was directed or approved.
- 19.23 Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Service NSW Grade 7, shall be paid travelling time calculated at the maximum rate for Service NSW Grade 7, as adjusted from time to time.
- 19.24 When an employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- 19.25 The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of twenty-four (24) consecutive hours is eight (8) hours.
- 19.26 The decision as to whether an employee is to receive leave or payment for travel time is the prerogative of the functional manager.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

20. Community Language Allowance Scheme "CLAS"

- 20.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients, and such staff members are not:
- a) Employed as interpreters and translators; but are
 - b) Employed in those roles as acknowledged in writing by the Division Head of Service NSW,
- shall be paid an allowance as specified in Schedule B, Rates - Allowances, subject to subclauses 20.2 and 20.3 of this clause.
- 20.2 The base level of the CLAS is paid to employees who:
- a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - b) have passed an examination administered by Multicultural NSW, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.

- 20.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- a) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employees language skills, as determined by the Division Head; or
 - b) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

21. First Aid Allowance

- 21.1 Where Service NSW designates an employee who is qualified, as specified in item 6 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- 21.2 The First Aid Allowance shall not be paid during leave of one (1) week or more
- 21.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's role, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 21.4 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet the needs of Service NSW, as well as the cost of retraining First Aid Officers, are to be met by Service NSW.

22. Allowance for Living in a Remote Area

- 22.1 Employees stationed and living in a remote area, will be paid applicable allowances, as provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 22.2 This includes Allowance(s) for Living in a Remote Area and Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave.

23. Allowances and Compensation for Transferred Employees

- 23.1 Service NSW will provide reimbursement towards expenses and allowances of employees assigned to work in a new location which, by necessity of that assignment, requires the employee to leave their existing residence and seek or take up a new residence.
- 23.2 Eligible employees of Service NSW who satisfy the definition of transferred employee under the Crown Employees (Transferred Employees Compensation) Award 2009, will be paid applicable allowances and compensation, as provided by the Award.

Transferred Employee

- 23.3 A transferred employee means an ongoing employee of Service NSW who has been transferred at the initiative of Service NSW to a new location and who, as a consequence, finds it necessary to leave their existing residence and seek, or take up a new residence.
- 23.4 A transferred employee does not include a staff member of Service NSW transferred:
- a) at their own request; or
 - b) who has applied for a role and obtained it through a merit selection process; or
 - c) under an arrangement between employees to exchange role; or

- d) who can reasonably commute to the new location; or
- e) where the old location and the new location are part of the Metropolitan area, i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
- f) on account of any misconduct

unless the Division Head otherwise approves.

24. Association Delegates, Access and Activities

- 24.1 Service NSW acknowledges that Association delegates represent and speak on behalf of members in the workplace. See subclause 27.4 of clause 27 Special Leave with respect to Association (Trade Union) Activities regarded as Special Leave.

Activities Regarded as on Duty

- 24.2 Accordingly, Service NSW will allow Association delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (i) represent members in bargaining;
 - (ii) represent the interests of members to Service NSW;
 - (iii) consult with members and other Employees for whom the delegate is a representative; and
 - (iv) Communicate and place Association information on a workplace noticeboard in a readily accessible and visible location.
- 24.3 Association delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where an Association member requires the presence of a delegate, where operational requirements allow the taking of such time.

Travelling and Other Costs of Association Delegates

- 24.4 Where a workplace meeting is called by and with management, including joint consultative committee meetings or meetings under the Grievance and Dispute Settling Procedure, Association delegates that attend will be paid by Service NSW any travel and/or accommodation costs necessarily and reasonably incurred, as per clause 19 - Travelling Compensation.
- 24.5 All other travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

Notice in respect of Delegate and/or Association Activities

- 24.6 Service NSW must be notified in writing by the Association or, where appropriate, by the Association delegate as soon as the date and/or time of conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses, is known.
- 24.7 Delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure.
- 24.8 Any payment to an employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.

- 24.9 If a delegate undertakes duties in accordance with this clause while on leave, Service NSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

Union Delegates' access to the Employer's facilities

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

Deduction of Association Membership Fees

- 24.12 At the employee's election, Service NSW shall provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the Association at regular intervals.

SECTION 5 - LEAVE

25. Leave Provisions

25.1 General Provisions:

- a) All leave shall be debited on the basis of the number of contract hours rostered on the day(s) on which the leave is taken.
- b) When an employee has been granted leave without pay covering a total period of absence from duty of not more than two (2) weeks, payment shall be made at ordinary rates for public holidays occurring during such absence, provided that such public holidays fall on days which would normally be working days.
- c) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that they have been incapacitated for any period whilst on recreation leave, or five (5) consecutive working days or more whilst on extended leave, they may be re-credited with an equivalent period of recreation leave or extended leave, as the case may be, to the extent of the sick leave taken. Provided that the foregoing provision may be applied to extended leave taken prior to retirement but not to such leave taken prior to resignation or termination of services or to recreation leave taken prior to retirement, resignation or termination of services.
- d) For the purposes of this clause, periods of absence other than leave of absence approved by Service NSW shall not be regarded as service.
- e) Except for leave without pay taken as part of leave for maternity purposes, the leave of absence expressed in these clauses shall be on the basis of a five-day working week.

26. Notification of Absence from Duty

- 26.1 An employee must not be absent from work unless reasonable cause is shown.
- 26.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 26.3 If an employee is to be absent from duty, other than on authorised leave, the employee must notify their supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

26.4 In circumstances where either:

- a) An employee is absent from duty without authorised leave; or
- b) Is deemed to be absent from duty without authorised leave because such an employee failed to provide a satisfactory explanation to management:

The employee shall be regarded as absent from duty without authorised leave and the Division Head shall deduct from the pay of the employee the amount equivalent to the period of the absence.

26.5 Leave can be debited in hours and shall be rounded to the nearest quarter hour.

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

27. Special Leave

- a) Further to the Family and Community Service Leave provisions of this Award, special leave may be granted by Service NSW having regard to the relevant circumstances for which the leave is required, together with the length of service of the employee.
- b) Special leave may be granted to employees by the Division Head for purposes that are subject to the conditions specified in clause 6-18 of the NSW Government Personnel Handbook, at the time the leave is taken.

Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

27.1 Jury Duty

- a) An employee shall, as soon as possible, notify Service NSW of any jury summons served on the Employee.
- b) An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty, provide Service NSW with a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee and the details of any payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
- c) When a certificate of attendance is received in respect of any period during which a staff member was required to be on duty, Service NSW shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, Service NSW shall grant, at the election of the employee, available recreation leave on full pay, flex leave or leave without pay.

27.2 Witness at Court - Official Capacity

- a) When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by Service NSW.

27.3 Witness at Court - Other than in an Official Capacity - Crown Witness

- a) An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when

submitting their leave application. If the employee chooses to retain the fees paid, leave such as leave without pay, or annual leave must be taken.

- b) An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as leave without pay or annual leave.
- c) Association Witness - An employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by Service NSW for the required period.

27.4 Association (Trade Union) Activities regarded as Special Leave

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

- a) Annual or biennial conferences of the Association;
- b) Meetings of the Associations Executive, Committee of Management or Councils;
- c) Annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- e) Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- f) Giving evidence before an Industrial Tribunal as a witness for the Association;
- g) Reasonable travelling time to and from conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses.

Training Courses

- h) Employees who are members of the Association will be granted special leave with pay up to twelve (12) working days in any period of two (2) years to attend training courses endorsed by the Association, Unions NSW or the Australian Council of Trade Unions (ACTU), subject to:
 - i). the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - ii). all travelling expenses being met by the Employee or the Association;
 - iii). attendance being confirmed in writing by the Association or a nominated training provider.

27.5 NAIDOC Day

- a) Aboriginal and Torres Strait Islander Employees shall be granted up to one (1) day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations.
- b) Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.

27.6 Emergency Services

- a) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
- b) For any other emergency other than a declared emergency, employees are entitled to a maximum of five (5) days Special Leave per year. Proof of attendance at the emergency is required.
- c) Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to ten (10) days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- d) Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted Special Leave for the duration of the course, provided the SES advises Service NSW that the staff member is required to attend.
- e) Employees are entitled to take an additional one (1) day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.

27.7 Special Leave - Other Purposes

Special leave on full pay may be granted to employees for such other purposes, subject to the conditions specified in clause 6-18 the Personnel Handbook at the time the leave is taken.

28. Recreation Leave

- a) Paid recreation leave for full time employees and recreation leave for employees working part time accrues at the rate of twenty (20) working days per annum. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

- b) Recreation leave accrues from day to day.

Limits on Accumulation and Direction to Take Leave

- c) At least two (2) consecutive weeks of recreation leave shall be taken by an employee every twelve (12) months, except by agreement with the Division Head in special circumstances.
- d) Where the operational requirements permit, the application for leave shall be dealt with by the Division Head according to the wishes of the employee.
- e) The Division Head shall notify the employee in writing when accrued recreation leave reaches thirty (30) days or its hourly equivalent and at the same time may direct an employee to take at least ten (10) days recreation leave within three (3) months of the notification, at a time convenient to Service NSW.
- f) The Division Head shall notify the employee in writing when accrued recreation leave reaches forty (40) days or its hourly equivalent and direct the employee to take at least ten (10) days recreation leave within six (6) weeks (or any other such mutually convenient time) of the notification.
- g) Service NSW will make all reasonable attempts to stage reductions in employee leave accruals to a maximum of forty (40) days by 30 June 2013, thirty-five (35) days by 30 June 2014 and thirty (30) days or less by 30 June 2015.

Miscellaneous

- h) 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).

- i) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay, recreation leave taken on half pay, or maternity leave taken on half pay.
- j) Additional recreation leave including leave loading, at the rate of five (5) days per year, accrues to an employee, who is stationed indefinitely in a remote area of the State as defined and provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.

Recreation Leave Loading

- k) An employee employed by Service NSW, is entitled to be paid recreation leave loading of 17½% on the monetary value of up to four (4) weeks recreation leave accrued in a leave year, capped at the maximum salary of SNSW 11.
- l) For the calculation of the recreation leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- m) Payment of the recreation leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
 - (i) The full entitlement to the loading on recreation leave that an Employee has accrued over the previous leave year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is recreation leave.
 - (ii) The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (iii) In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year in a pay following 30 November.
 - (iv) On cessation of employment, other than termination by the employer for misconduct, an employee who has not taken recreation leave qualifying them for payment of the recreation leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

Maximum Loading

- n) The recreation leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary of SNSW 11.

29. Family and Community Service Leave

- a) Employees will be granted paid Family and Community Service Leave (FACS) for unplanned or emergency family responsibility reasons, in accordance with this clause.
- b) FACS will be granted:
 - (i) for reasons related to responsibilities for a Family Member ;
 - (ii) for reasons related to the death of a Family Member or relative;
 - (iii) for reasons related to performance of community service; or
 - (iv) in case of pressing necessity, natural disaster or major transport disruption.
- c) The maximum amount of FACS that an employee will be granted at ordinary rates is:
 - (i) two and a half days in the first twelve (12) months of service;

- (ii) two and a half days in the second year of service; and
 - (iii) one day for each completed year of service thereafter, less the total amount of any FACS already taken by the employee,
- d) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 31(g) of this Award - Carer's Leave.
 - e) Employees who have exhausted their entitlements to FACS may be granted additional FACS up to two (2) days to cover the period necessary to arrange or attend the funeral of a family member or relative as contained in (d). Additional FACS will be granted on a discrete 'per occasion' basis.
 - f) Employees working part time shall accrue FACS leave on a pro rata basis, which will be determined on the average weekly hours worked.
 - g) Employees appointed to Service NSW who have had immediate previous employment in the NSW Government Service may transfer their FACS leave from their previous employer.

30. Parental Leave

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

30.1 Maternity Leave (General)

- a) Maternity leave is available to all female employees (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months), to enable them to take care of their new born child and retain their role and return to work within a reasonable period of time after they have given birth.
- b) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- c) An employee who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify Service NSW of the termination and the date on which it occurred.
- d) Where an employee is on one form of leave and her child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

30.2 Paid Maternity Leave

Ongoing and temporary employees who have completed at least forty (40) weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- a) up to fourteen (14) weeks, or
 - b) the period of maternity leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

30.3 Unpaid Maternity Leave

- a) Pregnant employees are entitled to maternity leave:
 - (i) on a full-time basis for a period of not more than nine (9) weeks prior to giving birth; and

- (ii) for a further period ending not more than twelve (12) months after the date of giving birth.
- b) Employees who have been granted maternity leave may, with the permission of Service NSW, take leave after the date of birth:
 - (i) full-time for a period not exceeding twelve (12) months; or
 - (ii) part-time for a period not exceeding two (2) years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two (2) years.
- c) Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on maternity leave.

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

30.4 Adoption Leave (General)

- a) Employees are entitled to adoption leave (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months) when they are to be the primary care giver of an adopted child.
- b) Adoption leave commences on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- c) Adoption leave may be granted as either paid or unpaid.

30.4.1 Paid Adoption Leave

Ongoing and temporary employees who have completed at least forty (40) weeks continuous service prior to the commencement of adoption leave are entitled to be paid at their ordinary rate of pay for:

- a) up to fourteen (14) weeks, or
 - b) the period of adoption leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

30.4.2 Unpaid Adoption Leave

- a) Employees are entitled to adoption leave for:
 - (i) a maximum period of twelve (12) months where the child has not commenced school; or
 - (ii) a period as Service NSW determines, up to a maximum of twelve (12) months if the child has commenced school.
- b) Employees who have been granted adoption leave may also, with the permission of Service NSW, take leave:

- (i) part-time for a period not exceeding two (2) years; or
- (ii) partly full-time and partly part-time over a proportionate period of up to two (2) years.

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because the employee is or has been immediately absent on adoption leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30.5 Other Parent Leave - General

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

- a) Short other parent leave - an unbroken period of up to eight (8) weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- b) Extended other parent leave - for a period not exceeding twelve (12) months, less any short other parental leave already taken by the staff member. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- c) Other Parent Leave is granted without pay, except as provided in clause 30.5.1 of this Award.

30.5.1 Paid Other Parental Leave

- a) Ongoing and temporary employees who have completed at least forty (40) weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (i) One (1) week on full pay, or
 - (ii) Two (2) weeks on half pay.
- b) The period of paid leave does not extend the current entitlement of up to twelve (12) months leave, but is part of it.

30.5.2 Taking Of Parental Leave

Employees who have been granted parental leave may, with the permission of Service NSW, also take leave:

- a) part-time over a period not exceeding two (2) years; or
- b) partly full-time and partly part-time over a proportionate period of up to two (2) years.

30.5.3 Casual Employees

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because the employee is or has been immediately absent on parental leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30.6 Communication During Maternity, Adoption and Other Parent Leave

- a) Where an employee is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, Service NSW shall take reasonable steps to:
 - i. Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing maternity, adoption or parental leave; and
 - ii. Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing maternity, adoption or parental leave.
- b) The employee shall take reasonable steps to inform Service NSW about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- c) The employee shall also notify Service NSW of changes of address or other contact details which might affect Service NSW's capacity to comply with subclause (a) of this Part.

30.7 Rights of Request During Maternity, Adoption Or Other Parent Leave

- a) An employee entitled to maternity, adoption or other parent leave may request that Service NSW allow the employee:
 - i. To extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding twelve (12) months;
 - ii. To return from a period of maternity, adoption or other parent leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- b) Service NSW shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Service NSW business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- c) The employee's request and Service NSW's decision is to be in writing.

The employee's request and Service NSW's decision made under subclause (a) of this Part must be recorded in writing.

Request to return to work part-time.

Where an employee wishes to make a request under paragraph (ii) of subclause (a) of this Part, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

30.8 Resumption of Duty After Maternity, Adoption Or Other Parent Leave

Employees who return to work immediately after the expiration of maternity, adoption or other parent leave, are entitled to be placed in:

- a) The role they held immediately prior to the taking of leave, if the role still exists; or

- b) Another role for which they are qualified and meet the capability requirements for the role, subject to availability, if the role they held immediately prior to the taking of leave no longer exists.

31. Carer's Leave

General

- a) Employees may be able to elect to use available paid sick leave, subject to the conditions specified in this clause, to provide care and support when a family member is ill.
- b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave are exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in clause (g) of this Part.
- c) Carer's leave is only available for employees to provide such care and support for people mentioned in clause (g) of this Part, where such a family member is ill.

Taking Of Carer's Leave

- d) Sick leave will initially be taken from the current year's entitlement, followed by the sick leave accumulated over the previous three (3) years.
- e) In special circumstances, Service NSW may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- f) If required by Service NSW, employees must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

Categories of People for Which Carer's Leave can be Obtained

- g) Employees will be entitled to Carer's Leave to provide care and support of their ill:
 - (i) spouse;
 - (ii) defacto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - (iii) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - (iv) parent (including a foster parent or legal guardian);
 - (v) grandparent or grandchild;
 - (vi) sibling (including the sibling of a spouse or de facto spouse);
 - (vii) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - (viii) relative who is a member of the same household where, for the purposes of this definition -
 - (ix) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (x) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (xi) 'household' means a family group living in the same domestic dwelling.

Other forms of leave and carer's responsibilities

- h) An employee may elect, with the agreement of Service NSW, to take recreation leave, or other paid leave to credit, for the purpose of assisting with Carer's Responsibilities, at any time within a period of twenty-four (24) months from the date at which it falls due.

32. Extended Leave

- a) Employees are entitled to extended leave in accordance with extended leave entitlements contained in Schedule 1 of the Government Sector Employment Regulation 2014.
- b) All previous full-time and part-time NSW Government Service, is to be taken into account as service when determining the appropriate rate of accrual of extended leave for employees employed on a full-time or part-time basis with Service NSW. Permanent NSW Government Service will be recognised by Service NSW in accordance with provisions of Schedule 2 of the Government Sector Employment Regulation 2014.
- c) Nothing in paragraph (b) entitles an employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

33. Sick Leave

- a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- b) Sick leave on full pay accrues day by day to an employee at the rate of fifteen (15) days per annum, and any such accrued leave, which is not taken, is cumulative. Employees working part time shall accrue Sick Leave on a pro rata basis, which will be determined on the average weekly hours worked.
- c) During the first four (4) months of employment, an employee can access up to five (5) days paid sick leave even though that leave has not yet accrued.
- d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two (2) consecutive days.
- e) Subject to any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take five (5) single days of total sick leave per annum as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.
- f) Sick leave without pay shall count as service for the accrual of paid sick leave and recreation leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- g) All continuous service as an employee in the NSW Government Service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Service is not continuous, previous periods of Government Service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

Additional Special Sick Leave

- h) An additional period of sick leave may be granted in accordance with provisions contained in clause 6-17.12.1 'Special Sick Leave' of the NSW Government Personnel Handbook.

34. Leave for Matters Arising from Domestic Violence

- a) Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- b) Leave entitlements provided for in clauses related to Sick Leave and Carer's Leave and Family and Community Service Leave, may be used by Employees experiencing Domestic Violence.

- c) Where the leave entitlements referred to in paragraph (a) above are exhausted, Service NSW shall grant Special Leave of up to five (5) days per calendar year to this effect.
- d) Service NSW will need to be satisfied, on reasonable grounds that Domestic Violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- e) Personal information concerning Domestic Violence will be kept confidential by Service NSW.
- f) Service NSW, where appropriate, may facilitate alternative working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

35. Purchased Leave

- a) An employee may apply to enter into a Purchased Leave Agreement with Service NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a twelve-month (12) month period.
- b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- c) The leave must be taken in the twelve-month (12) month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- d) The leave will count as service for all purposes.
- e) The purchased leave will be funded through the reduction in the employee's ordinary rate of pay for the twelve-month (12) period of the Purchased Leave Agreement.
- f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the twelve-month (12) period.
- g) Purchased leave is subject to the following provisions:
 - i). The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the twelve-month (12) Purchased Leave Agreement period.
 - ii). All other leave taken during the twelve-month (12) Purchased Leave Agreement period i.e. including sick leave, recreation leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
 - iii). Sick leave cannot be taken during a time when purchased leave is being taken.
 - iv). The purchased leave rate of pay will be the salary for all purposes including superannuation.
 - v). 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.
 - vi). A higher duties payment will not be paid when purchased leave is being taken.
 - vii). Specific conditions governing purchased leave may be amended from time to time by the Division Head in consultation with the Association.
 - viii). Service NSW may make adjustments relating to their salary administration arrangements.

36. Observance of Essential Religious Or Cultural Obligations

- 36.1 Provided adequate notice as to the need for the leave is given by the employee to Service NSW and it is operationally convenient to release the employee from duty, an employee of:
- a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation or extended leave to credit, or leave without pay, to observe their obligations.
- 36.2 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by Service NSW, subject to:
- a) Adequate notice being given by the employee;
 - b) Prior approval being obtained by the employee; and
 - c) The time off being made up in the manner approved by Service NSW.

37. Lactation Breaks

- a) A lactation break is provided to lactating mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.
- b) A full time employee or a part time employee working more than four (4) hours per day is entitled to a maximum of two (2) paid lactation breaks of up to thirty (30) minutes each per day.
- c) A part time employee working four (4) hours or less per day is entitled to only one paid lactation break of up to thirty (30) minutes on any day so worked
- d) A flexible approach to the timing and general management of lactation breaks must be taken by the employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- e) Service NSW will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- f) Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactating needs.
- g) The manager and the employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- h) Whether the employee is required to work at a site that is not operated or controlled by Service NSW;
 - i). whether the employee is regularly required to travel in the course of performing their duties;
 - ii). whether the employee performs field-based work where access to the facilities in subclause 5 are not available or cannot reasonably be made available; and
 - iii). the effect that the arrangements will have on the employee's lactating needs.

- i) Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service.
 - i). shall be granted during paid time;
 - ii). is limited to a reasonable period of time (i.e. if the employee requires extended periods of consultation, the employee may utilise the provisions of clause 30(j), and
 - iii). must be at a time that is mutually convenient to both the employee and Service NSW
- j) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 33 - Sick Leave of this Award, or access to local flexible arrangements where applicable.

SECTION 6 - MISCELLANEOUS

38. Grievance and Dispute Settling Procedures

- a) This Award recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and their supervisors.
- b) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Service NSW, if required.
- c) 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.
- d) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate supervisor or manager, the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- e) The immediate supervisor, manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, following the matter being brought to their attention.
- f) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager should respond as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- g) If the matter remains unresolved, the Division Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 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 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.
- j) Whilst the procedures outlined in clauses (a) to (i) of this part 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.

39. 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 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."

40. Secure Employment

40.1 Work Health and Safety

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

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

specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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.

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

40.2 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.

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.

41. Leave Reserve

- a) Leave is reserved to the employer to make application to include Sunday work in Contact Centres in respect to the Award. The Association may also make application in respect to Sunday work in Contact Centres in respect to the Award.
- b) The parties agree to discuss the inclusion of continuous shift work in Contact Centres in the Award.

42. No Extra Claims

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

SCHEDULE A - SERVICE NSW SALARIES

Salary rates shall be paid in accordance with the rates set out below.

SNSW Salary Scale Grades	Payable from first full pay period on or after 1/7/2015 \$ per annum	Payable from first full pay period on or after 1/7/2016 \$ per annum	Payable from first full pay period on or after 1/7/2017 \$ per annum
Grade 1			
Year 1	36,625	37,541	38,480
Year 2	40,172	41,176	42,205
Year 3	45,926	47,074	48,251
Grade 2			
Year 1	48,436	49,647	50,888
Year 2	50,634	51,900	53,198
Year 3	52,518	53,831	55,177
Grade 3			
Year 1	55,765	57,159	58,588
Year 2	58,377	59,836	61,332
Year 3	61,097	62,624	64,190
Grade 4			
Year 1	62,960	64,534	66,147
Year 2	65,429	67,065	68,742
Year 3	68,004	69,704	71,447
Grade 5			
Year 1	70,340	72,099	73,901
Year 2	72,615	74,430	76,291
Year 3	73,923	75,771	77,665
Grade 6			
Year 1	75,546	77,435	79,371
Year 2	77,839	79,785	81,780
Year 3	80,386	82,396	84,456
Grade 7			
Year 1	82,135	84,188	86,293
Year 2	85,034	87,160	89,339
Year 3	86,683	88,850	91,071
Grade 8			
Year 1	90,240	92,496	94,808
Year 2	93,903	96,251	98,657
Year 3	96,836	99,257	101,738
Grade 9			
Year 1	101,291	103,823	106,419
Year 2	104,200	106,805	109,475
Year 3	108,890	111,612	114,402
Grade 10			
Year 1	111,639	114,430	117,291
Year 2	116,042	118,943	121,917
Year 3	122,002	125,052	128,178
Grade 11			
Year 1	125,773	128,917	132,140
Year 2	131,247	134,528	137,891
Year 3	134,202	137,557	140,996
Grade 12			
Year 1	142,056	145,607	149,247
Year 2	146,202	149,857	153,603
Year 3	151,309	155,092	158,969
Grade 13			
Year 1	155,825	159,721	163,714
Year 2	159,863	163,860	167,957
Year 3	167,525	171,713	176,006

SCHEDULE B - SERVICE NSW RATES AND ALLOWANCES

The following rates and allowance amounts for Service NSW are effective from 1 July 2015. These will be adjusted in accordance with NSW Treasury Circular - Rates in relation to annual Review of Meal, Travelling and other allowances, as amended on an annual basis.

Meal and travelling allowances listed in Items 1, 2, 3, 4 and 5 have been adjusted from 1 July 2015 in line with NSWTC15-17. Work related allowances in Items 6 and 7 are increased by 2.5 per cent on and from the first fully pay period on or after 1 July 2016 and 1 July 2017, being the same increase as applied to salaries under the Service NSW (Salaries and Conditions) Employees Award 2016.

Item No	Clause No	Description	Amount
1	19.4 b)	Meal expenses on one day journeys	Per day
		Capital cities and high cost country centres	
		Breakfast (no overnight stay)	\$25.90
		Lunch (no overnight stay) (no overnight stay)	\$29.15
		Dinner (no overnight stay)	\$49.65
		Tier 2 and other country centres	
		Breakfast (no overnight stay)	\$23.20
		Lunch (no overnight stay)	\$26.50
		Dinner (no overnight stay)	\$45.70
2	19.4 a)	Travelling allowances	
		Capital cities	Per day
		Adelaide	\$280.45
		Brisbane	\$328.45
		Canberra	\$291.45
		Darwin	\$339.45
		Hobart	\$255.45
		Melbourne	\$296.45
		Perth	\$356.45
		Sydney	\$308.45
		High cost country centres (NSW)	Per day
		Bourke	\$288.45
		Gosford	\$263.45
		Maitland	\$275.45
		Mudgee	\$258.45
		Newcastle	\$278.45
		Norfolk Island	\$452.45
		Orange	\$278.45
		Port Macquarie	\$263.45
		Queanbeyan	\$256.45
		Wagga Wagga	\$264.45
		Wollongong	\$259.45

Item No	Clause No	Description	Amount
		Tier 2 country centres (NSW)	Per day
		Albury	\$246.15
		Armidale	\$246.15
		Bathurst	\$246.15
		Broken Hill	\$246.15
		Coffs Harbour	\$246.15
		Cooma	\$246.15
		Dubbo	\$246.15

		Goulburn	\$246.15
		Gunnedah	\$246.15
		Lismore	\$246.15
		Muswellbrook	\$246.15
		Nowra	\$246.15
		Tamworth	\$246.15
		Tumut	\$246.15
		All Other country centres (NSW)	\$224.15
3	19	Incidental expenses when claiming actual expenses - all locations	\$18.75
		Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
4	17.11	Overtime meal allowances	
		Breakfast	\$28.80
		Lunch	\$28.80
		Dinner	\$28.80
		Supper	\$10.75

Item No	Clause No	Description	Amount	Amount
5	22	Remote areas allowance	Per annum	
		With dependants		
		- Grade A	\$1970 pa	
		- Grade B	\$2613 pa	
		- Grade C	\$3490 pa	
		Without dependants		
		- Grade A	\$1375 pa	
		- Grade B	\$1832 pa	
		- Grade C	\$2445	
6		Community language allowance scheme	Per annum (effective ffpp on or after 1 July 2016)	Per annum (effective ffpp on or after 1 July 2017)
		- Base Level Rate	\$1345	\$1379
		- Higher Level Rate	\$2020	\$2071
7		First aid allowance	Per annum (effective ffpp on or after 1 July 2016)	Per annum (effective ffpp on or after 1 July 2017)
		- Holders of basic qualifications	\$866	\$888
		- Holders of current occupational first aid certificate	\$1301	\$1334

J.V. MURPHY, Commissioner

**SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND
STAFF) ENTERPRISE AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C8475 published 15 January 2016

(378 I.G. 1649)

(No. IRC 715 of 2015)

CORRECTION

1. Delete in its entirety the Order of Rescission published 15 January 2016 (378 I.G. 1649).

J. WISEMAN *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

SYDNEY OLYMPIC PARK AUTHORITY MANAGED SPORTS VENUES AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(Case No. 2016/00143498)

Before Commissioner Newall

2 June 2016

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intention
4.	Rates of Pay
5.	Classification Levels
6.	Income Protection Plan
7.	Hours of Work
8.	Full-Time, Part-Time, Fixed Term and Casual Employees
9.	Higher Duties
10.	Meal Breaks
11.	Overtime
12.	Public Holidays
13.	Sick Leave
14.	Personal Carer's Leave
15.	Bereavement Leave
16.	Parental Leave
17.	Leave for Matters Arising From Domestic Violence
18.	Terms of Engagement
19.	Training Wage
20.	Payment of Wages
21.	Annual Leave and Annual Leave Loading
22.	Long Service Leave
23.	Consultation and Union Access
24.	Labour Flexibility
25.	Uniforms and Protective Clothing
26.	Tools and Equipment
27.	Change Rooms
28.	Redundancy
29.	Major Interruption to Operations
30.	Grievance and Dispute Resolution Procedures
31.	Secure Employment
32.	Work Health and Safety
33.	No Extra Claims
34.	Anti-Discrimination
35.	Area, Incidence and Duration

PART B

Table 1 - Rates of Pay for Full Time Classifications

Table 2 - Hourly Rates of Pay for Casual Employees

Table 3 - Hourly Rates of Pay for Sports Centre Casual Event Staff Employees

2. Parties and Definitions

2.1 This award has been made between the following parties:

Industrial Relations Secretary

Office of Sport

The Australian Workers' Union, New South Wales ("the AWU").

2.2 Industrial Relations Secretary means the person within the meaning of the Government Sector Employment Act 2013, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of public service employees.

2.3 Employee means a person employed by the Government of NSW in the service of the Crown under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Office of Sport, at the Aquatic, Athletic and Archery Centres, or as a casual event staff employee or gymnastics program employee at the Sports Centre, in the classifications prescribed by this Award.

3. Intention

3.1 The principal intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres, and Sports Centre;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
- (iii) To provide a multi-skilled workforce.

4. Rates of Pay

4.1 The minimum rates of pay for full time employees at the Aquatic, Athletics and Archery Centres, employed in the classifications set out in subclause 5.1 of this award are contained in Table 1 of Part B of this award.

4.2 A casual employee at the Aquatic, Athletics, and Archery Centres, employed in the classifications set out in subclause 5.2, shall be paid the appropriate hourly rate as set out in Table 2 of Part B

4.3 A casual event staff employee at the Sports Centre, employed in the classifications set out in subclause 5.3, shall be paid the appropriate hourly rate as set out in Table 3 of Part B

4.4 The minimum rates of pay for full time gymnastics program employees employed in the classifications set out in subclause 5.4 are set out in Table 4 of Part B.

4.4.1. Junior Rates A junior employee engaged at level 1, 2 or 3 in the classifications set out in subclause 5.4 shall be paid at the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55
At seventeen years	65
At eighteen years	75
At nineteen years	85
At twenty years	100

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience shall be paid the full adult rate of pay.

- 4.5 A casual employed in the classifications set out in subclause 5.4 shall be paid either on an ordinary or 'all-up' basis as detailed below
- (i) Ordinary Casual - An ordinary casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus:
- (a) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
- (b) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

An ordinary casual employee shall be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes loadings applicable under this award for work on Saturdays, Sundays, public holidays and at night.

An all up casual employee shall be paid for a minimum engagement of one hour.

- 4.6. Supervisory Loadings - an employee employed in the classifications set out in Clause 5.4 who is appointed by an employer to supervise other employees shall be paid, in addition to the rates of pay prescribed in subclause 4.4. and 4.5. of this clause, the following amount per week specified in Table 5 - Other Rates and Allowances, of Part B as follows:
- (a) In charge of up to 5 employees - Item 1;
- (b) In charge of 6 and up to 10 employees - Item 2;
- (c) In charge of 11 or more employees - Item 3;
- (d) or pro rata amount per engagement for part-time and casual employees
- 4.7. An employee employed in the classifications set out in subclause 5.4 who is appointed by an employer to perform first aid duties and who holds a first aid certificate shall be paid, an additional amount per week, or per shift, as set out in Item 4 of Table 5 - Other Rates and Allowances, of Part B.
- 4.8. A part-time or full-time employee employed in the classifications set out in subclause 5.4 who is required to work more than one shift on any day shall be paid the additional allowance per day, as set out in Item 5 of Table 5 - Other Rates and Allowances, of Part B.

5. Classification Levels

5.1 Classifications (Skill/Definitions) for full-time and part-time employees at the Aquatic, Athletic and Archery Centres:

5.1.1 Level 1

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages; and

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

5.1.2 Level 2

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programs/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg. pool attendant;

Safeguards individuals e.g. child care attendants;

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

(c) Progression to Level III will be dependent upon availability of position and successful application.

5.1.3 Level 3

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems; and

Is capable of and may perform the Level II and level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:
- Is employed as a Gym Exercise Specialist;
 - Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;
 - Maintains machinery, plant and technical equipment;
 - Undertakes secretarial duties;
 - In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;
 - Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.
- (c) Progression to Level IV will be dependent upon availability of position and successful application.

5.1.4 Level 4

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

- (a) An employee at this level:
- Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;
 - Is directly responsible to the appropriate manager for the section or area of operation;
 - Assists with the management of the section or area of operation;
 - Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;
 - Trains employees at Level III, II and I as required;
 - Is capable of and may perform the Level III, Level II and Level I duties.
- (b) Indicative of some of the tasks which an employee at this level may perform:
- Supervises Pool Attendants;
 - Supervises Athletic Centre employee;
 - Supervises Aquatic Centre employees;
 - Supervises Archery Centre Employees
 - Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties, and provides specialist input and advice into menu content and function operations.

5.2 Classifications (Skill/Definitions) for casual employees at the Aquatic, Athletic and Archery Centres:

5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

(a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

(b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg., pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

5.3 Classifications (Skill/Definitions) for casual event staff employees at the Sports Centre:

5.3.1 Level 1

- (a) An employee at this level:

Has no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Includes the initial recruit who may have limited relevant experience.

Communicates with the public in a courteous and tactful manner.

Works under close supervision and undergoes on-the-job training,

- (b) Indicative of some of the tasks which an employee at this level may perform:

would perform the function of car parking attendant, door attendant, door attendant or usher cashier (including basic clerical and office duties including answering the phone).

Upon completion of 400 hours of employment at Level 1, an employee will be reclassified to Level 2.

5.3.2 Level 2

- a) An employee at this level:

Has undertaken structured training recognised by the Centre's management as being relevant; or

Completed 400 hours employment at the level required of a Level 1 operative or equivalent work within the leisure and recreation or venue management sector.

works in a team environment under routine supervision and assists with the provision of on-the-job training to a limited degree.

Where appropriate, holds and maintain first-aid qualifications recognised as being in accord with the safe and effective conduct of duties involving public and employee health and safety.

- (b) Indicative of some of the tasks which an employee at this level may perform:

:

Program selling/merchandise selling;

Processing ticket sales and bookings;

Conduct tours of the Centre or associated facilities;

Supervise uniform room.

5.3.3 Level 3

a) An employee at this level:

exercises discretion within one's own level of skill and training and has delegated responsibility for work under their control or supervision in terms of allocation of duties, co-ordinating workflows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work-related problems where required.

(b) Indicative of some of the tasks which an employee at this level may perform:

trains new employees at Levels 1 and 2 and supervises a discrete section or group;

acts as an assistant theatre manager or event co-ordinator/client liaison, audio visual technician.

5.3.4 Level 4

a) An employee at this level:

is subject to broad guidance or direction,

reports to more senior staff as required.

would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision, including box office management, theatre craft, event management, publicity and promotion.

5.4 Classifications (Skill/Definitions) for gymnastics program employees at the Sports Centre:

5.4.1 Level 1

a) An employee at this level:

is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, occupational health and safety, equity, and quality assurance..

An employee at this level performs routine duties essentially to the level of his/her training:

exercises minimal judgement;

works under direct supervision;

b) whilst undertaking structured training/learning the employee may be engaged in one or more of the following duties:

- undertakes basic safety checks of equipment and the floor area;
- provides gymnastic instruction to classes by following programmed lessons/activities;
- judges gymnastic performance for Industry Levels 1-3;
- undertakes set-ups and pull-downs, under supervision;
- prepares participant injury reports.

5.4.2 Level 2

- a) An employee at this level:

has completed the Industry recognised level of training so as to enable him/her to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of his/her training.

works from instructions or procedures and works under direct supervision either individually or in a team environment. .

- (b) is primarily engaged in one or more of the following duties:

- :
- instructs classes up to Industry Level 3 ;
 - develops lower level gymnastics programs/lessons;
 - judges gymnastic performance for Industry Levels 1-6;
 - attends external basic competitions with program participants;
 - Undertakes set ups and pull downs;

5.4.3 Level 3

- a) An employee at this level:

has completed structured training recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

- b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 6;
- judges gymnastic performance for Industry Levels 1-6
- develops gymnastics programs/lessons of an intermediate nature;
- attends external higher level competitions with program participants;

- certifies completion of safety checks for equipment and the floor area;
- Undertakes set ups and pull downs;
- discusses routine participant issues with parents.

5.4.4 Level 4

- a) An employee at this level:

shall be capable of performing the indicative skills of a Level 3 employee and shall also be able to work from complex instructions:

- b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 10;
- coordinates activities across the gymnastics floor area.
- supervises set up and pull downs;
- assesses participant ability for progression and competition participation.

5.4.5 Level 5

- a) An employee at this level:

has an Advanced Industry qualification and is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination of employees within their respective work area to ensure delivery of service.

- b) Indicative of some of the tasks which an employee at this level may perform:

- Instructs advanced and elite program classes;
- organises competition entry;
- develops gymnastics programs/lessons of an advanced and elite nature;
- makes decisions on participants' progression;
- works with Levels 1 to 4 to address/correct participant technique/capability/progression issues;
- discusses program and participant matters with parents;

5.4.6 Level 6

- a) An employee at this level:

is engaged in supervising, training and co-ordinating staff and is responsible for the maintenance of service and operational standards, and exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employer's business.

would hold formal technical qualifications relevant to the employer which are required by the employer to perform the job, and

would have worked in a relevant field and have specialist knowledge and experience, sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

- b) Indicative of some of the tasks which an employee at this level may perform:
- general supervision of gymnastics centre and program;
 - Instruct elite program classes;
 - develop gymnastics programs/lessons of an elite nature;
 - centre administration involving supervision of staff and systems and co-ordinating competitions;
 - develops in-house training programs for instructors
 - prepares reports for management on program performance and program initiatives,
 - discusses a broad range of program/participant matters with parents.
 - may represent the program or centre in external forums where requested and approved.

6. Income Protection Plan

- 6.1 All full-time, part-time and casual employees at the Aquatic, Athletic and Archery Centres, who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.
- 6.2 All Sports Centre casual event staff and gymnastic program employees employed in classifications provided in Clause 5 who are members of the union to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by The Australian Workers' Union. It is a term of this award that the employer will bear the costs of a daily premium of \$1.00 per employee per day worked to cover employees who are members of the union

7. Hours of Work

- 7.1 The Hours of Work for Aquatic, Athletic and Archery Centres', and Gymnastics Program employees at the Sports centre (excepting gymnastic program casual staff) are those outlined at subclauses 7.2 to 7.5 below. Hours of Work for Sports Centre casual event staff employees are outlined at clause 7.6. Hours of Work for Sports Centre casual gymnastic program employees are outlined at subclause 7.7.
- 7.2 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.3 The employer shall arrange the working of the thirty eight hour week in one of the following ways:
- 7.2.1 by employees working less than eight hours per day;
 - 7.2.2 by employees working less than eight hours on one or more days in each week; or
 - 7.2.3 by working up to ten hours on one or more days in the week.

- 7.4 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 7.5 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.
- 7.6 The ordinary hours of work for Sports Centre casual event staff employees shall be rostered, between the hours of 7.00 am and 11.30 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved 7 clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.7 The ordinary hours of work for Sports Centre gymnastics program casual employees shall be up to 8 hours on any shift
- 7.8 All ordinary work by a gymnastics program employee, including an ordinary casual, on a Saturday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 25 per cent of the employee's ordinary time classification rate of pay. All ordinary work by a gymnastics program employee, including an ordinary casual on a Sunday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 50 per cent of the employee's ordinary time classification rate of pay.

8. Full-Time, Part-Time, Fixed Term and Casual Employees

- 8.1 An employee at the Aquatic, Athletic or Archery centres or an employee at the Sports Centre engaged in a classification under subclause 5.4 shall be engaged as either a full-time, part-time, fixed term or casual employee. Sports Centre event staff engaged under this Award shall be engaged as casual employees.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee at the Aquatic, Athletic and Archery Centres shall be paid the appropriate hourly rate as set out in Table 2 of Part B. A casual event staff employee at the Sports Centre shall be paid the hourly rate as set out in Table 3 of Part B. A casual employee at the Sports Centre engaged in a classification under Clause 5.4 shall be paid either on an ordinary or 'all-up' basis as set out in subclause 4.5
- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, paid personal carer's leave, and annual leave.
- 8.6 A casual employee, except as provided for in subclauses 8.7 and 4.5 (ii) shall receive a minimum payment of 3 hours for each engagement.
- 8.7 Casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, shall receive a minimum payment of one hour, except those so engaged at the Sydney Athletic Centre, and casual event staff at the Sports Centre engaged in a classification under Clause 5.3, who shall receive a minimum payment of 3 hours.
- 8.8 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- 8.9 A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

9. Higher Duties

- 9.1 An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Aquatic Centre) will at all times be paid at Level 3 or above.

10. Meal Breaks

- 10.1 The provisions of subclauses 10.2 to 10.6 apply to employees of the Aquatic, Athletic and Archery Centres
- 10.2 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 10.3 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.4 The employer and employee shall determine the time at which a rest break shall be taken.
- 10.5 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.
- 10.7 Sports Centre casual event staff employees who are required to work on any shift for more than 5 hours shall be entitled to a paid meal break of 30 minutes which should be taken no more than 5 hours after commencing duty.
- 10.8 Sports Centre gymnastics program employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour not more than 5 hours after commencing duty.
- 10.9 Notwithstanding the provisions of subclause 10.1 and 10.8 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.

11. Overtime

- 11.1 The provisions of subclauses 11.2 to 11.6 apply to employees of the Aquatic, Athletic and Archery Centres and Gymnastic Program staff at the Sports Centre, excluding casual gymnastic program employees.
- 11.2 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 11.3 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.4 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be at the overtime rate of time and a half for the first two hours and double time thereafter. This means each excess hour worked will entitle an employee to either one and a half or two hours as time off in lieu. All accrued time off in lieu shall be taken two months after it falls due unless there is

mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.

- 11.5 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 11.6 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.7 Overtime shall be paid to Sports Centre casual event staff employees where
- (a) the hours of work exceed 10 in any day;
 - (b) the hours of work extend beyond the time limits specified in subclause 7.6,
 - (c) the employee receives less than a 10-hour break between work on consecutive days
- 11.8 Overtime for Sports Centre casual event staff employees shall be paid on the hourly rates contained in Table 3 of Part B, based on time and one half for the first 2 hours and double time for each hour worked thereafter calculated to the nearest quarter hour.
- 11.9 Overtime for casual gymnastic program staff shall be paid on the loaded casual rate (ie 15 per cent or 30 per cent) based on time and one half for the first 2 hours and double time for each hour worked in excess of 8 hours, calculated to the nearest quarter hour.

12. Public Holidays

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any full-time or part-time employee, including a fixed term employee, who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees (but not including Sports Centre casual event staff employees) who are required to work on a public holiday shall be entitled to double time and one half for each hour work on the public holiday. Sports Centre casual event staff employees who are required to work on a public holiday shall be paid at the hourly rate applicable in Table 3
- 12.4 Full time, part time and fixed term employees who are absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- 12.6 A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Sick Leave

- 13.1 A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- 13.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 13.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

14. Personal Carer's Leave

- 14.1 Use of Sick Leave:
- 14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 13, Sick Leave, 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.
- 14.1.2 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.
- 14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.
- 14.1.4 The employee shall, if required
- (a) establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, 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.
- 14.1.5 In normal circumstances, an employee must not take carer's leave under this clause where another person had taken leave to care for the same person.
- 14.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) The employee being responsible for the care and support of the person concerned; and
 - (b) The person concerned being:

- (i) a spouse of the employee, or
- (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee 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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

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

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

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

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

14.2 Use of Unpaid Leave:

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

14.3 Use of Annual Leave:

14.3.1 An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, 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.

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

14.4 Use of Time Off in Lieu of Payment of Overtime:

14.4.1 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 2 months of the said election.

14.4.2 Overtime taken as time off during ordinary time hours shall be available at the rate of time and one half for the first two works worked and double time thereafter.

14.4.3 If, having elected to take time as leave in accordance with subclause 14.4.1, the leave is not taken, for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 2 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee shall be paid overtime rates in accordance with the award.

14.5 Use of Make-Up Time:

14.5.1 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.

14.6 Personal Carer's Entitlement for Casual Employees

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, 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 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

14.6.2 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.

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

15. Bereavement Leave

15.1 A full-time or part-time employee, including a fixed term employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

15.2 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

15.4 Bereavement Leave for casual employees

15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, 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 14.1.6 (b).

15.4.2 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.

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

16. Parental Leave

16.1 Refer to Part 4 of Chapter 2 of the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

16.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

16.3 Right to request

An employee entitled to parental leave may request the employer to allow the employee:

16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

16.3.3 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.

16.4 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.

16.5 Employee's request and the employer's decision to be in writing

16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.

16.6 Request to return to work part-time

Where an employee wishes to make a request under subclause 16.4, 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 Communication during parental leave

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

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the 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.

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

16.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 16.7.1.

17. Leave for Matters Arising From Domestic Violence

- 17.1 For the purposes of this clause Domestic Violence means domestic violence as defined in the Crimes (Domestic and personal Violence) Act 2007
- 17.2 Leave entitlements provided for in clause 13, Sick leave and clause 14, Personal carer's leave, may be used by employees experiencing domestic violence.
- 17.3 Where the entitlements referred to in subclause 17.2 are exhausted, the employer shall grant up to five days paid special leave to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 17.4 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 a Lawyer.
- 17.5 Personal information concerning domestic violence will be kept confidential by the employer.
- 17.6 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.

18. Terms of Engagement

- 18.1 Full-time and part-time employees at the Aquatic, Athletics and Archery Centres employed in classifications under subclause 5.1 shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

- 18.2 A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.
- 18.3 Full-time and part-time gymnastics program employees employed in classifications under subclause 5.4 shall be engaged by the week and their engagement may be terminated by the employer or employee giving one week's notice, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.
- 18.4 The provisions outlined in subclauses 18.1 and 18.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.
- 18.5 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

19. Training Wage

- 19.1 See the Theatrical Employees (Training Wage) (State) Award.

20. Payment of Wages

- 20.1 Wages will be paid fortnightly by Electronic Funds Transfer.

21. Annual Leave and Annual Leave Loading

- 21.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 21.4 Full-time and part-time gymnastics program employees employed in the classifications under subclause 5.4 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.5 The loading referred to in subclauses 21.1, 21.2, 21.3 and 21.4 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 21.6 Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.
- 21.7 Cashing out of Annual leave
- 21.7.1 Full-time and part-time employees who are entitled to annual leave of 5 weeks per annum under subclause 21.1 or subclause 21.3 shall be able to elect to cash out 1 weeks annual leave, on a single occasion, once in each calendar year. This provision does not apply to employees who accrue 4 weeks annual leave per annum under subclauses 21.2 and 21.4
- 21.7.2 Employees wishing to cash out leave shall indicate their intention in writing, or by email.
- 21.7.3 The cashing out of leave under subclause 21.7 is not available to employees, where the cashing out of leave would result in the employee's leave balance reducing to below 4 weeks at the time of cashing out.

22. Long Service Leave

- 22.1 The New South Wales Long Service Leave Act 1955 applies.

23. Consultation and Union Access

- 23.1 A meeting will be held every two months between employee representatives, the Union Official and the Executive Manager of the Sydney Olympic Park Sports Venues for the purpose of discussing matters affecting the employment, productivity and efficiency at the Sydney Olympic Park Sports Venues.
- 23.2 The Employer recognises the rights of employees to elect union delegates as their representative for the purposes of this Award and to enhance the consultative mechanism.
- 23.3 Where operational matters permit, and subject to sufficient notice to management, accredited union delegates will be allowed reasonable time in work hours to prepare for and meet with management, a union official or employees they represent on urgent matters affecting union members. Management agreement will not be unreasonably withheld.

Collective meetings of employees with a union official or accredited union delegate will be held during a lunch or other work break or outside hours unless otherwise agreed by management.

- 23.4 The Employer shall provide accredited delegates with reasonable access to the following facilities for authorised union activities
- 23.4.1 Computer for word processing and related purposes, email, telephone, photocopier, facsimile machine and a private meeting room, if and when necessary.
- 23.4.2 Access to a notice board for material authorised by the union. The Employer shall have the right to decline the posting of material at its discretion but shall not unreasonably do so.
- 23.5 Union Delegates will be allowed to undertake the following activities without deduction from ordinary time earnings, subject to operational requirements and management agreement. Management will not unreasonably withhold agreement.
- 23.5.1 Up to 6 days per annum for training courses conducted by the union or a training provider nominated by the union; or to attend union conferences or industry meetings.
- 23.5.2 Attendance at, and reasonable preparation time for, industrial proceedings that directly affects the area or employee(s) that the union delegate represents.
- 23.5.3 Presenting information on the union and union's activities at induction sessions for new employees

24. Labour Flexibility

- 24.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

25. Uniforms and Protective Clothing

- 25.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.
- 25.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

26. Tools and Equipment

- 26.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge. Any other authorised work related expenses will be reimbursed to the employee subject to satisfactory verification of the expense.

27. Change Rooms

- 27.1 The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

28. Redundancy

- 28.1 Application of this Clause.
- 28.1.1 This clause shall apply in respect of full-time and part-time employees as defined in Clause 8
- 28.1.2 This clause shall not apply to employees with less than one year's continuous service
- 28.1.3 This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

28.2 Employer to Notify and Discuss Change

28.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong

28.2.2 The employer shall discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in clause 28.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

28.2.3 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 28.2.1

28.2.4 For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, 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 employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 28.2.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong as early as practicable.

28.2.6 The discussions referred to in 28.2.5 shall cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

28.3 Notice of Termination of Employment

28.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 28.2.1, the employer shall give to the employee the following notice

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

28.3.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice

28.3.3 Payment in lieu of the notice in 28.3.2 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

28.4 Notice for Technological Change

28.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 28.2.1, the employer shall give to the employee three months' notice of termination

28.4.2 Payment in lieu of the notice above 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.

28.4.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

28.5 Time Off During the Notice Period

28.5.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment

28.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent

28.5.3 Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice

28.6 Transfer to Lower Paid Duties

28.6.1 Where an employee is transferred to lower paid duties for reasons set out in 28.2.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer'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 ordinary time rates for the number of weeks of notice still owing.

28.7 Severance Pay

28.7.1 Where an employee is to be terminated pursuant to clause 28, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale

Years of Service	Under 45 Years Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years and over Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) ‘Weeks pay’ means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and any allowances.

28.7.2 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 28.7.1 if the employer obtains acceptable alternative employment for an employee

29. Major Interruption to Operations

- 29.1 Although a rare event, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 29.2 In the first instance options for staff to work at another location will be investigated.
- 29.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 29.4 Where staff are not able to be placed in work pursuant to clause 29.2 or do not elect to access leave entitlements pursuant to clause 29.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the Industrial Relations Act 1996 for a stand down order.

30. Grievance and Dispute Resolution Procedures

- 30.1 Procedures relating to grievances of individual employees.
- 30.1.1 The employee is required to 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.
- 30.1.2 A 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.
- 30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.1.4 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.
- 30.1.5 While a procedure is being followed, normal work must continue.
- 30.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.

30.1.7 The grievance may be referred to the New South Wales Industrial Relations Commission by any party for conciliation or arbitration if the matter is unresolved following the use of the above procedure.

30.2 Procedures relating to disputes etc. between the employer and its employees.

30.2.1 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 level of authority.

30.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

30.2.3 While a procedure is being followed, normal work must continue.

30.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.

30.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

31. Secure Employment

31.1 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.

31.2 Casual Conversion

31.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment, or part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.

31.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

31.2.3 Any casual employee who has a right to elect under subclause 31.2.1, upon receiving notice under subclause 31.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. 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.

31.2.4 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.

- (i) 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.

31.2.5 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 31.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 31.2.3, discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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.

31.2.6 Following an agreement being reached pursuant to subclause 31.2.5, 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.

31.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

31.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment (in accordance with subclause 31.2.3) where the seasonal nature of the work can be demonstrated.

31.2.9 This clause does not apply to casual event staff employees at the Sports Centre in the classification described in clause 5.3

32. Work Health and Safety

32.1 Work Health and Safety

32.1.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate workplace 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.

32.1.3 Nothing in clause 32 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.

32.2 Disputes Regarding the Application of this Clause

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

32.3 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.

32.4 The parties to this agreement are committed to continuous improvement in work health and safety (WHS) standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety.

In addition to initial work health and safety training for employee representatives, employee representatives may undertake one day per annum refresher training at a course, conference or seminar, chosen in consultation with the employer.

33. No Extra Claims

33. The no extra claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2015) Award shall apply to employees covered by this Award.

34. Anti-Discrimination

34.1 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.

34.2 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.

- 34.3 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.
- 34.4 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.
- 34.5 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."

35. Area, Incidence and Duration

- 35.1 This award shall regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Office of Sport in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres and
 - (b) not classified as staff members of the management team.
 - (c) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Office of Sport in the classifications prescribed by this Award in connection with (whether indoors or outdoors) any fixture, event, exhibition or performance at the Sydney Olympic Park Sports Centre, or associated facilities.
 - (d) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Office of Sport in the classifications prescribed by this Award, in connection with the gymnastics program, at the Sydney Olympic Park Sports Centre, or associated facilities.
- 35.2 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, the Sydney Olympic Park Archery Centre and the Sydney Olympic Park Sports Centre..
- 35.3 This award shall not apply to employees at the Sports Centre who from time to time may perform functions covered by the classification structure in subclause 5.3, who are engaged by the week..
- 35.4 This award is made following an application by the Office of Sport, Sydney Olympic Park Authority Branch under section 10 of the Industrial Relations Act 1996 and rescinds and replaces the Sydney

Olympic Park Authority Managed Sports Venues Award 2014 published on 4 July 2014 (376 IG page 630) 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) have been included in the award.

- 35.5 The award will operate from 1 July 2016 and remain in force until 30 June 2018.
- 35.6 The parties to this award have agreed to commence discussions for a new award 6 months prior to the nominal expiry date.

PART B

Table 1 - Rates of Pay for Full-Time Classifications under Clause 5.1

Classification Level	Salary from the first pay period on or after 1 July 2016 (2.50%)	Salary from the first pay period on or after 1 July 2017 (250%)
	\$	\$
Level 1	40,861	41,883
Level 2	45,958	47,107
Level 3	51,074	52,351
Level 4	61,271	62,803

Table 2 - Hourly Rates of Pay for Casual Employees under Clause 5.2

Classification Level	Hourly Rates from the first pay period on or after 1 July 2016 (2.50%)	Hourly Rates from the first pay period on or after 1 July 2017 (2.50%)
	\$	\$
Level A	23.90	24.50
Level B	25.50	26.10
Level C	27.10	27.80

Table 3 - Hourly Rates of Pay for Sports Centre Casual Event Staff Employees under clause 5.3

Classification Level	Monday to Sunday from the first pay period on or after 1 July 2016(2.50%)	Public Holidays from the first pay period on or after 1 July 2016 (2.50%)	Monday to Sunday from the first pay period on or after 1 July 2017(2.50%)	Public Holidays from the first pay period on or after 1 July 2017 (2.50%)
	\$	\$	\$	\$
Level 1	22.70	47.30	23.30	48.50
Level 2	24.40	50.80	25.00	52.10
Level 3	27.10	56.40	27.80	57.80
Level 4	32.30	67.10	33.10	68.80

Table 4 - Rates of Pay for Full-Time Classifications under Clause 5.4

Classification Level	Salary from the first pay period on or after 1 July 2016 (2.50%)	Salary from the first pay period on or after 1 July 2017 (2.50%)
	\$	
Level 1	659.80	676.30
Level 2	680.80	697.80
Level 3	709.10	726.80
Level 4	733.40	751.70
Level 5	777.80	797.20
Level 6	857.30	878.70

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 5 - Other Rates and Allowances for Classifications under Clause 5.4

Item No.	Clause No.	Brief Description	Amount Per Week Salary from the first pay period on or after 1 July 2016 \$	Amount Per Week Salary from the first pay period on or after 1 July 2017 \$
1	4.6 (a)	Supervisory loadings - up to 5 employees	27.70 per week	28.40 per week
2	4.6 (b)	Supervisory loadings - 6 to 10 employees	37.60 per week	38.50 per week
3	4.6 (c)	Supervisory loadings - 11 or more employees	50.60 per week	51.90 per week
4	4.7	First-aid allowance	13.00 per week 2.55 per shift	13.30 per week 2.60 per shift
5	4.8	Broken Shift Allowance	13.90 per day	14.20 per day

P. J. NEWALL, Commissioner

(183)

SERIAL C8542

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, Industrial Organisation of Employers and State Peak Council.

(Case No. 2016/00120253)

Before Commissioner Murphy

10 June 2016

VARIATION

1. Delete the amount of \$284.28 wherever it appears in paragraph (a) of subclause (i) of clause 7, Other Conditions, of the Determination published 11 July 2008 (366 I.G. 274) as varied, and insert in lieu thereof the amount of \$280.98.
2. Delete the amount of \$341.13 wherever it appears in subclause (vii) of clause 8, Conditions, and insert in lieu thereof the amount of \$337.17.
3. Delete the amount of 1.31% in paragraph (c) of subclause (ii) of Schedule 1 - Rates of Remuneration and insert in lieu thereof the amount of 1.84%.
4. Delete subclauses (vi) and (vii) of Schedule 1, Rates of Remuneration and insert in lieu thereof the following:
 - (vi) Currently, the maximum reduction contained in subclause (ii) is calculated according to the following formula:
 - (d) $(115.23-13.360)/115.23 \times 100 = (88.41\%)$
 - (e) $14.40 \times (88.41\%) = (12.73)$
 - (f) $14.57 - (12.73) = 1.84\%$
 - (vii) The rates contained within this schedule shall take effect from the first full pay period to commence on or after 10 September 2016.

Car Carriers Contract Determination Rate Adjustment						
Percentage variation = - 1.16%						
Category	Old Value \$	New Value \$	% Change	Current Weighting \$	New Weighting \$	Reset Weighting \$
Wages	704.50	722.10	2.50	40.94	41.9635	42.46
Capital	95.9	95.9	0.00	14.31	14.3100	14.48
Insurances	108.5	111.8	3.04	11.97	12.3339	12.48
Registration	117.7	120.7	2.55	5.52	5.6608	5.73
R&M	103.3	106.3	2.90	6.30	6.4827	6.56
Tyres	102.4	106	3.52	1.20	1.2422	1.26
Fuel	138.94	115.23	-17.06	17.36	14.3984	14.57
Admin	106.6	108.6	1.88	2.40	2.4451	2.47
				100.00	98.8366	100.00

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

Table A - (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	33.71	53.42	70.61	87.58	96.73	39.42
2	50.93	79.43	100.09	121.24	132.68	59.56
3	65.28	100.28	123.67	150.35	164.30	76.29
4	76.73	117.97	147.11	179.50	195.75	89.74
5	85.35	141.95	170.62	208.60	227.37	99.79
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	33.71	17.82	17.66	17.59	16.12	39.42
2	50.93	26.48	25.02	24.24	22.11	59.56
3	65.28	33.44	30.93	30.06	26.29	76.29
4	76.73	39.33	36.80	35.90	32.64	89.74
5	85.35	47.32	42.65	41.72	37.90	99.79
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		43.03		33.37		
3 car		52.09		41.37		
4 car		58.87		47.08		
5 car		62.44		49.30		
6 car		67.52		53.89		
1 car tilt		50.30		38.54		
Intrastate Work						
Vehicle		Standing and Running Rate cents per Km				
1 Car		82.91				
3 Car		118.76				
4 Car		131.49				
5 Car		145.89				
6 car		156.84				
1 car tilt		97.27				

Table B - Local Work

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.09	59.84	79.96	101.20	110.88	42.71
2	53.01	89.03	113.14	139.68	154.08	64.54
3	67.95	112.44	139.77	173.09	190.79	82.71
4	79.86	135.69	166.41	206.74	227.37	97.29
5	88.84	159.11	193.00	240.21	264.01	108.17

Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.09	19.96	20.00	20.24	18.46	42.71
2	53.01	29.67	28.30	27.93	25.67	64.54
3	67.95	37.48	34.93	34.62	31.81	82.71
4	79.86	45.23	41.60	41.33	37.90	97.29
5	88.84	53.04	48.25	48.03	44.01	108.17
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		44.78		35.03		
3 car		58.39		41.89		
4 car		66.59		48.18		
5 car		71.88		51.28		
6 car		78.37		66.20		
1 car tilt		54.52		42.19		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			81.52			
3 Car			126.54			
4 Car			140.51			
5 Car			156.05			
6 car			162.89			
1 car tilt			100.38			

Table C (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	34.10	54.06	72.19	89.39	98.38	39.39
2	51.53	80.41	102.31	123.28	134.97	59.48
3	66.08	101.53	126.36	152.18	166.97	76.25
4	77.70	122.62	150.42	182.46	198.98	89.66
5	86.39	143.73	174.49	212.15	230.99	99.75
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	34.10	18.01	18.04	17.89	16.41	39.39
2	51.53	26.79	25.56	24.66	22.49	59.48
3	66.08	33.85	31.59	30.43	27.82	76.25
4	77.70	40.87	37.62	36.49	33.17	89.66
5	86.39	47.93	43.63	42.43	38.51	99.75
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		43.57		33.33		
3 car		52.75		41.36		
4 car		60.70		47.07		
5 car		63.48		49.28		

6 car	68.62	53.82
1 car tilt	50.29	38.51
Intrastate Work		
Vehicle	Standing and Running Rate cents per Km	
1 Car	84.91	
3 Car	122.10	
4 Car	138.12	
5 Car	151.55	
6 car	163.05	
1 car tilt	97.21	

Table D - (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	197.66	273.45	304.69	333.64	359.96	230.92
1	219.18	299.50	334.13	368.19	393.73	256.07
2	240.69	325.54	363.54	396.09	427.49	281.24
3	262.19	351.59	392.99	427.30	461.24	306.38
4	283.74	377.65	422.40	458.53	495.00	331.55
5	332.14	436.23	488.64	528.80	570.96	388.13
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	197.66	91.16	76.16	66.73	60.00	230.92
1	219.18	99.83	83.54	72.97	65.62	256.07
2	240.69	108.51	90.90	79.21	71.24	281.24
3	262.19	117.19	98.24	85.46	75.79	306.38
4	283.74	125.87	105.61	91.71	82.50	331.55
5	332.14	145.40	122.15	105.77	95.15	388.13
Vehicle	Standing and Running Rate per Hour \$			Standing Rate per Hour \$		
1 car	43.03			33.37		
3 car	52.09			41.37		
4 car	58.87			47.08		
5 car	62.44			49.30		
6 car	67.52			53.89		
1 car tilt	50.30			38.54		
Intrastate Work						
Vehicle	Standing and Running Rate \$ per Km					
1 Car	82.91					
3 Car	118.76					
4 Car	131.49					
5 Car	145.89					
6 car	156.84					
1 car tilt	97.27					

Table E
Port Kembla (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	197.66	288.04	321.97	354.70	379.32	242.04
1	220.05	317.27	355.71	390.64	418.50	269.30
2	242.46	346.46	388.98	426.57	457.70	313.92
3	264.83	375.65	422.28	462.50	496.89	323.83
4	287.21	404.84	455.57	498.45	536.08	351.07
5	337.61	470.54	530.48	579.31	624.26	412.44
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	197.66	96.01	80.61	70.94	63.22	242.04
1	220.05	105.76	88.91	78.14	69.75	269.30
2	242.46	115.50	97.25	85.32	76.27	313.92
3	264.83	125.23	105.57	92.49	82.82	323.83
4	287.21	134.96	113.90	99.70	89.35	351.07
5	337.61	156.86	132.63	115.87	104.05	412.44
Vehicle	Standing and Running Rate per Hour \$			Standing Rate per Hour \$		
1 car	44.78			35.03		
3 car	58.39			41.89		
4 car	66.59			48.18		
5 car	71.88			51.28		
6 car	78.37			59.58		
1 car tilt	54.52			42.19		
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car	81.52					
3 Car	126.54					
4 Car	140.51					
5 Car	156.05					
6 car	162.89					
1 car tilt	100.38					

Table F (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	201.13	279.41	316.48	343.66	370.99	230.77
1	222.92	305.78	346.56	375.43	405.31	261.05
2	244.71	332.15	376.65	407.15	439.62	294.65
3	266.48	358.52	406.73	438.90	473.91	306.23
4	288.26	384.90	436.83	470.66	508.51	331.37
5	337.25	444.23	504.53	542.08	585.46	387.94
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	201.13	93.13	79.12	68.74	61.82	230.77
1	222.92	101.91	86.64	75.07	56.95	261.05
2	244.71	110.72	94.17	81.44	73.27	294.65
3	266.48	119.50	101.68	87.78	78.98	306.23
4	288.26	128.31	109.20	94.14	84.72	331.37
5	337.25	148.08	126.14	108.41	97.57	387.94
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		43.57		33.32		
3 car		52.75		41.36		
4 car		60.18		47.07		
5 car		63.48		49.29		
6 car		68.62		53.82		
1 car tilt		50.29		38.51		
Intrastate Work						
Vehicle		Standing and Running Rate cents per Km				
1 Car		84.91				
3 Car		122.10				
4 Car		138.12				
5 Car		151.55				
6 car		163.05				
1 car tilt		97.21				

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

Component	Benchmark	Current Index \$	Current Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	722.10	42.46
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	95.9	14.48
Insurances	ABS CPI Financial and insurance services, Insurance Services	111.8	12.48

Registration	ABS CPI, Transportation Group, Other Motoring Charges.	120.7	5.73
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	106.8	6.56
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	106.0	1.26
Fuel	AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter prior to the last variation and the end of the quarter relating to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30.	114.6	14.57
Administration	ABS CPI, All Groups, Sydney	108.6	2.47
Total			100.00

7. This variation shall take effect from the first full pay period to commence after 10 September 2016.

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS INTERIM CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/24907)

Before The Honourable Acting Justice Kite

2 June 2016

DETERMINATION

Clause No. Subject Matter

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DETERMINATIONS

PART 1 - APPLICATION AND OPERATION

1. Definitions

1.1 In this Determination:

Act means the Industrial Relations Act 1996 (NSW);

Additional Amount has the meaning attributed to it in Schedule C;

Carrying Capacity in relation to a Vehicle means the mass of the maximum load which the Vehicle may legally carry;

Cartage Rate Schedule means a written schedule (which may be an electronic document) identifying:

- (a) the basis of calculation of the Cartage Rates (e.g. per hour, per km or some other basis);
- (b) the amount of remuneration to be paid to the Contract Carrier for the Cartage Work (e.g. \$100 per hour); and
- (c) the timing of the payment of remuneration (e.g. the day of the week on which remuneration will be paid and the pay period).

Cartage Work means work performed under a Contract of Carriage;

Work Distance means the distance necessarily travelled by a Contract Carrier in the course of performing a Contract of Carriage, counted from the moment of departure from the Starting Place to the completion of Cartage Work at the Finishing Place;

Work Time means the time during which a Contract Carrier is necessarily engaged performing a Contract of Carriage. To avoid doubt, Work Time includes all time during which the Contract Carrier is required by the Principal Contractor to be at their disposal and/or at their direction, but excluding time lost because of breakdowns or accidents and the time taken by the Contract Carrier for meal breaks.

Class of Vehicle means either a single axle drive prime mover or a bogie axle drive prime mover or, in the case of any other Vehicle, a Vehicle of a particular Carrying Capacity;

Contract of Carriage has the meaning given to that expression by the Act;

Contract Carrier has the meaning given to that expression by the Act;

Delegate means a Union delegate of Contract Carriers based at a terminal and includes a co-delegate;

Determination means this Transport Industry - General Carriers Interim Contract Determination;

Driver means a natural person operating the Contract Carrier's Vehicle who is approved in accordance with clause 11.6;

Finishing Place means:

- (a) the sites or depots where the Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Finishing Place must be reasonable in the circumstances;

IRC means the Industrial Relations Commission of New South Wales;

Misconduct means consuming alcohol immediately before, or while undertaking, work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor.

Nominated Contract Determination means a determination listed in Schedule F and any successor to those determinations;

Principal Contractor has the meaning given to that expression by the Act;

Regular Contract Carrier means a Contract Carrier who operates under a contract with a Principal Contractor and who is wholly or principally engaged by that Principal Contractor;

Specialised Vehicle means:

- (a) a rigid Vehicle with a tipping body;
- (b) an articulated Vehicle with a tipping trailer;
- (c) a Vehicle combination with a tipping trailer;
- (d) a rigid Vehicle with a tanker;
- (e) an articulated Vehicle with a tanker trailer;
- (f) a Vehicle combination with a tanker trailer;
- (g) a rigid or articulated Vehicle with a premixed concrete agitator;
- (h) a rigid, articulated or combination Vehicle that utilises a forklift or crane that is used to load and/or unload the Vehicle carting bricks, roof tiles, precast concrete panels, masonry or pottery;
- (i) a Vehicle with a trailer designed for the carrying of motor Vehicles; and
- (j) a Vehicle with a trailer designed to carry heavy machinery, operating plant or wide loads (a float),

save that a Specialised Vehicle does not include a Vehicle listed above if the Vehicle is being used in a manner or to cart materials or products for which it would not customarily be used for;

Starting Place means:

- (a) the sites or depots where the Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Starting Place must be reasonable in the circumstances;

Union means the Transport Workers' Union of New South Wales; and

Vehicle means a Vehicle used by a Contract Carrier for the purpose of a Contract of Carriage.

2. Application

2.1 This Determination applies to all Contracts of Carriage other than Contracts of Carriage:

- (a) which are covered by one of the Nominated Contract Determinations; and/or
- (b) which are performed using a Specialised Vehicle.

2.2 This Determination takes effect on and from 2 July 2016 and remains in force for a period of one year.

3. Savings clause

No Contract Carrier shall suffer a reduction in their terms and conditions of engagement because of the making of this Determination.

4. Promotion of Determination

- 4.1 Within fourteen days of the commencement of this determination the Principal Contractor shall provide every Contract Carrier it currently engages a copy of this determination.
- 4.2 The Principal Contractor shall provide every new Contract Carrier it engages after this determination commences a copy of this determination within seven days of the engagement.
- 4.3 A Principal Contractor shall provide every Contract Carrier it engages a copy of any variation to this determination within fourteen days of the commencement of the variation.
- 4.4 The obligations in paragraphs 4.1 to 4.3 of this clause may be satisfied by providing an electronic copy of the instrument by email or other electronic means. A Principal Contractor may require, and the Contract Carrier shall provide, a current email address for that purpose.
- 4.5 Notwithstanding the terms of paragraphs 4.1-4.3 a Principal Contractor is not obliged to provide a copy of the documents more than once in any 12 months.
- 4.6 A Principal Contractor shall display a copy of the determination and any variations then in force at the Principal Contractor's workplace.

PART 2 - OPERATIONAL MATTERS

5. Vehicles

5.1 Supply and Suitability

The Contract Carrier must supply a Vehicle, which must:

- (a) meet the Vehicle specification required by the Principal Contractor; and
- (b) be approved by the Principal Contractor prior to performing Cartage Work.

5.2 Registration

The Contract Carrier must at the Contract Carrier's own expense register their Vehicle.

5.3 Maintenance and Repair

The Contract Carrier must mechanically maintain and repair their Vehicle at their own expense.

5.4 Running Expenses

The Contract Carrier must pay all of the running costs associated with the Contract Carrier's Vehicle.

5.5 Cease Using Vehicle

- (a) Where a Principal Contractor has a reasonable concern that a Contract Carrier's Vehicle is not, or may not be, roadworthy to perform the Cartage Work, the Principal Contractor may:
 - (i) direct the Contract Carrier to stop using the Vehicle (or any part of it) pending:
 - A inspection and/or testing of the Vehicle; and/or
 - B where necessary, the carrying out of any repairs and/or maintenance.
- (b) The Principal Contractor must not take any steps under clause 5.5(a) until the Principal Contractor has put its reasonable concern to the Contract Carrier.
- (c) The Contract Carrier will not suffer any loss of remuneration where they are directed to stop using their Vehicle under this clause, and where the inspection and/or testing of the Vehicle proves that the Vehicle was roadworthy to perform the Cartage Work.

5.6 Inspections and Tests

The Contract Carrier must make the Vehicle available for inspection or testing as and when reasonably required by the Principal Contractor.

5.7 Communication and Related Technology

- (a) The Principal Contractor may supply the Contract Carrier with communication and related technology for use in the Contract Carrier's Vehicle.
- (b) Where such communication and/or related technology is supplied by the Principal Contractor:
 - (i) The Principal Contractor must install and maintain the communication and related technology required by the Principal Contractor and the Contract Carrier must operate it efficiently as directed by the Principal Contractor.
 - (ii) The Contract Carrier has full responsibility for the safe custody of the communication and related technology.
 - (iii) The Contract Carrier must:
 - A not add to, alter or modify the communication and related technology;

- B indemnify the Principal Contractor, and keep the Principal Contractor indemnified at all times, against destruction or loss of the communication and related technology;
 - C not pledge the credit of the Principal Contractor in respect of, or create any lien upon, the communication and related technology; and
 - D not without the prior written consent of the Principal Contractor use the communication and related technology for anything but the Cartage Work.
- (c) The Contract Carrier must stop using the communication and related technology (or any part of it) if the Principal Contractor so directs because in the Principal Contractor's opinion that is appropriate pending the carrying out of any repairs, maintenance, inspection or testing.
 - (d) Immediately upon the ending or termination of any head contract under which the Contract Carrier performs the Cartage Work:
 - (i) the Contract Carrier must return the communication and related technology to the Principal Contractor in good order and condition, save for any fair wear and tear only; and
 - (ii) the Principal Contractor must make good any repairs to the Contract Carrier's Vehicle arising from the removal of the communication and related technology.

5.8 Vehicles

- (a) The Principal Contractor has the right to specify the age and the Class of Vehicle used in the performance of Contracts of Carriage prior to the engagement of a Contract Carrier.
- (b) If a Principal Contractor reasonably believes that the Vehicle of the Contract Carrier is not suitable for undertaking the required Cartage Work, the Principal Contractor has the right to require an upgrade (which may include the purchase of a new or newer Vehicle) of the Contract Carrier's Vehicle subject to provision of a period which is reasonable in the circumstances and any such direction to upgrade being set out in writing.
- (c) The Contract Carrier must not replace the Vehicle used to perform Cartage Work without the prior written consent of the Principal Contractor.

5.9 Painting and sign-writing

- (a) Unless otherwise agreed, a Principal Contractor may paint and/or sign-write the Contract Carrier's Vehicle in the Principal Contractor's colours at the Principal Contractor's expense (but not before the Contract Carrier has completed three months' continuous Cartage Work for the Principal Contractor).
- (b) In the case of a Contract Carrier ceasing to perform Work for the Principal Contractor, the Principal Contractor must bear the cost of reversing any painting and sign-writing and removing all equipment and signs supplied by the Principal Contractor and make good the affected areas of the Vehicle to the original specification.
- (c) A Principal Contractor must take, and a Contract Carrier must cooperate with, reasonable steps to minimise or avoid the loss of remuneration which would otherwise be suffered by the Contract Carrier because the Vehicle is being painted and/or sign-written at the request of the Principal Contractor, including by:
 - (i) providing the Contract Carrier with an alternative vehicle with which to perform work; and/or
 - (ii) by painting or sign-writing the Vehicle during a period in which the driver has previously arranged to take leave; and/or

- (iii) by the Principal Contractor compensating the Contract Carrier for any loss of remuneration suffered

6. Loading and Delivery

6.1 Report at Starting Place and Time

The Contract Carrier must report available for the Cartage Work with the Vehicle at the Starting Place.

6.2 Checking of Load

After loading the Vehicle and before leaving the loading place, the Contract Carrier must:

- (a) ensure that the load is secured; and
- (b) immediately report to the Principal Contractor if the Contract Carrier believes that the goods do not comply with the specification on the delivery docket or exceeds the maximum legal payload for the Vehicle.

6.3 Delivery

Immediately after checking the load the Contract Carrier must deliver the goods to whatever addresses the Principal Contractor instructs using:

- (a) the route directed by the Principal Contractor; or
- (b) if no such direction is given, using the shortest practicable route.

6.4 Unloading

The Contract Carrier must:

- (a) use every reasonable effort at the delivery site to obtain:
 - (i) directions from the customer concerning the manner and position to unload the goods; and
 - (ii) from the customer the signatures required by the Principal Contractor; and
- (b) unload the goods at the delivery site in the manner and position reasonably directed by the customer.

6.5 Unsafe Unloading

If the unloading of the goods at any delivery site will place the Driver in a position of imminent risk to their health and safety, the Contract Carrier must immediately notify the Principal Contractor prior to unloading the goods and comply with any instructions given by the Principal Contractor concerning the unloading of the goods.

6.6 Return

After completing the deliveries, the Contract Carrier must report to whatever site (if any) the Principal Contractor instructs using the shortest practicable route from the final unloading site.

6.7 Custody

The Contract Carrier shall:

- (a) be responsible for the equipment and gear and for the safe loading of the Vehicle and the securing and appropriate weather protection of the load and shall be present to supervise and assist in the loading and unloading of the Vehicle and/or the container loaded on the Vehicle;
- (b) in the case of pre-loaded Vehicles, be responsible for checking the load for safety and satisfactory method of loading; and
- (c) exercise all reasonable care and diligence in the carriage and safe keeping of the goods in charge.

7. Fatigue Management and Heavy Vehicle Compliance

7.1 Fatigue management and heavy vehicle compliance

Fatigue management and heavy vehicle compliance is principally regulated in NSW by the:

- (a) Heavy Vehicle National Law, and associated regulations;
- (b) Work Health and Safety Act 2011 (NSW); and
- (c) Transport Industry Mutual Responsibility Contract Determination.

7.2 Taking of Fatigue Breaks

Each Contract Carrier must take fatigue breaks, without payment, as required by law.

8. Uniforms

8.1 Supply of Uniform

If the Driver of the Contract Carrier's Vehicle is required by the Principal Contractor to wear a special uniform when undertaking Cartage Work for the Principal Contractor, the uniform must be supplied by the Principal Contractor at no cost to the Contract Carrier.

8.2 Obligation to wear

Where a uniform is so provided, the Contract Carrier must ensure that it is worn by the Driver at all times while undertaking Cartage Work for the Principal Contractor.

8.3 Property

The uniform remains the property of the Principal Contractor.

8.4 Quantity

The Principal Contractor must provide a sufficient number of uniform articles to enable the Contract Carrier to wear a clean uniform at the start of each Cartage Working day.

8.5 Replacement

An item forming part of the uniform must be replaced by the Principal Contractor when required by fair wear and tear, provided that should loss or damage to an item forming part of the uniform occur due to the negligence of the Contract Carrier, the item must be repaired or replaced by the Contract Carrier at the Contract Carrier's cost.

9. Lunch Break

9.1 Entitlement

Each Contract Carrier is entitled to and must take a 30 minute unpaid lunch break on each day Cartage Work is performed for a Principal Contractor for more than 4 hours provided that where it is safe and reasonably practicable to do so, the Contract Carrier must take the lunch break in conjunction with a fatigue break.

9.2 Reporting

A Contract Carrier who ceases Cartage Work for a lunch break in accordance with clause 9.1 must report that fact to the Principal Contractor.

10. Annual Leave

10.1 Entitlement

A Regular Contract Carrier may take four weeks' annual leave without payment.

10.2 When the Entitlement Falls Due

The leave entitlement falls due each year on the anniversary of the commencement date of the first Contract of Carriage between the Contract Carrier and the Principal Contractor.

10.3 Period to Take Leave

Such leave is to be taken by the Contract Carrier within 6 months of the leave falling due (or within such extended time as the Contract Carrier and the Principal Contractor may agree) and at a time mutually convenient to the Contract Carrier and the Principal Contractor.

10.4 Utilisation of Vehicle

To avoid any doubt, and unless otherwise agreed between the parties, during any period of annual leave the Contract Carrier has no obligation to present their Vehicle to the Principal Contractor for Cartage Work.

10.5 Lapse of Entitlement

If the leave is not taken within the time provided for in this clause, the entitlement to the leave will lapse.

PART 3 - RIGHTS AND RESPONSIBILITIES

11. Contract Carrier Obligations

11.1 Core Obligations

The Contract Carrier must perform the Cartage Work and do everything connected with it:

- (a) with due care and skill and in a proper, co-operative and professional manner;
- (b) safely, and in accordance with the Principal Contractor's safety requirements;
- (c) in accordance with the day to day operational directions given by the Principal Contractor;
- (d) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided by the Principal Contractor;
- (e) without jeopardising or damaging the Principal Contractor's business; and
- (f) in compliance with all relevant laws.

11.2 Compliance with Employment Laws

The Contract Carrier must comply with the provisions of any relevant employment law, including but not limited to laws concerning income tax, workers' compensation, superannuation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial tribunal.

11.3 Administration

The Contract Carrier must:

- (a) return to the Principal Contractor all delivery dockets, daily Cartage Work sheets or other records required by the Principal Contractor as and when required;
- (b) maintain up to date and accurate log books as required under any relevant law and/or by the Principal Contractor and make these available for inspection by the Principal Contractor on request;
- (c) ensure that the Driver maintains a system verifying Vehicle maintenance;
- (d) keep and retain for seven years comprehensive records in relation to the Cartage Work, including the records in subparagraphs (b) and (c) above; and
- (e) ensure that a copy of the records in subparagraphs (b) , (c) and (d) are available for inspection at any time for audit purposes.

Notation: Any written material to be provided to the Principal Contractor in accordance with this clause must be appropriate and economical and designed to meet the requirements of this clause.

11.4 Medicals

- (a) The Contract Carrier must ensure that the Driver is at all times medically fit to perform the Cartage Work.
- (b) Where the Principal Contractor has a reasonable concern that the Driver is not medically fit to perform the Cartage Work, the Principal Contractor may require and direct the Driver to:
 - (i) furnish particulars and/or medical evidence affirming the Driver's fitness to undertake Cartage Work; and/or
 - (ii) on reasonable terms, attend a medical examination to confirm their fitness (such direction may include the choice of medical practitioner).
- (c) The Principal Contractor must not take any steps under clause 11.4(b) until the Principal Contractor has put its concerns to the Contract Carrier in writing.
- (d) If the Driver attends a medical practitioner directed by the Principal Contractor, the Principal Contractor will pay the medical fees associated with the attendance.
- (e) The Driver will not suffer any loss of remuneration as a result of being directed to attend a medical examination under this clause, unless the medical examination demonstrates that the Driver was not medically fit to perform the Cartage Work.

11.5 Alcohol and Other Drugs Polices and Programs

Where the Principal Contractor has in place a drug and alcohol policy and/or program, applying to its employees and contractors, the Contract Carrier must ensure that the Driver participates in any testing required by the policy and/or program.

11.6 No One Else to Drive Vehicle

The Contract Carrier must:

- (a) only use a Driver who is approved by the Principal Contractor, with such approval not being unreasonably withheld; and
- (b) make sure that no one except the approved Driver drives or otherwise operates the Vehicle for the Cartage Work.

11.7 Valid Driving License and Permits

The Contract Carrier must:

- (a) make sure that the approved Driver is at all times the holder of a current:
 - (i) valid driver's licence appropriately endorsed or issued in respect of their Vehicle; and
 - (ii) valid licence or permit of any other kind needed from time to time to perform the Cartage Work;
- (b) immediately notify the Principal Contractor if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such license or permit to the Principal Contractor upon request.

12. Principal Contractors' Obligations

The Principal Contractor must:

- (a) arrange whenever practicable for a representative of the Principal Contractor to attend accidents involving substantial load or equipment damage or personal injury;
- (b) advise Contract Carriers as early as possible of urgent or special delivery instructions arranged for particular work or particular goods;
- (c) where goods of a dangerous or hazardous nature are to be carried, notify the Contract Carrier of the nature of such goods and comply with all relevant requirements of the Dangerous Goods (Road and Rail) Act, accompanying Regulations and its related Codes of Practice;
- (d) pay the Contract Carrier any undisputed amount set out in a valid taxation invoice provided by the Contract Carrier, or generated for the Contract Carrier, for the Cartage Work performed, within 30 days of the date of receipt by the Principal Contractor of the invoice;
- (e) wherever the Contract Carrier is or is deemed to be for the purposes of the Workers Compensation Act a worker of the Principal Contractor, take out and maintain at all times a workers' compensation insurance policy in respect of the Contract Carrier;
- (f) comply with any laws affecting the Principal Contractor's Cartage Work including licensing, road transport, fatigue management and work health and safety laws; and
- (g) provide to each Contract Carrier a Cartage Rate Schedule prior to commencing to perform Cartage Work and whenever there is a change to the basis of calculation of the Cartage Rates and/or a change to the Cartage Rates.

13. termination

- (a) Where a Contract Carrier commits misconduct or is in breach of this determination he may be terminated summarily by the Principal Contractor. An inquiry, if requested, will be held thereafter

within one normal work day by the Principal Contractor, delegate and, if available, a representative of the union.

- (b) Any other termination shall be on the basis of "last on-first off" for Contract Carriers operating vehicles of a particular class of vehicle.

14. Insurance

14.1 Insurances

Prior to commencing any Cartage Work, the Contract Carrier must obtain, and maintain current at all relevant times, the following insurances at the Contract Carrier's expense:

- (a) comprehensive and third party motor Vehicle insurance covering personal injury and property damage arising from the use of the Contract Carrier's Vehicle or other mobile equipment, including compliance with any statutory requirements, of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence;
- (b) property insurance covering the full replacement value of the Contract Carrier's Vehicle;
- (c) public and products liability insurance written on an occurrence basis covering the legal liability of the Contract Carrier and the Contract Carrier's employees and agents (the "Insured's") to any third parties for bodily injury and/or property damage arising from acts or omissions of the Insureds in the course of, or arising from, the performance of the Cartage Works by the Contract Carrier or on the Contract Carrier's behalf of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence; and
- (d) workers' compensation insurance as required by any relevant law.

14.2 Endorsements

The Contract Carrier must ensure that, in respect of the insurance policies taken out, they contain clauses, endorsements or stipulations as reasonably required by the Principal Contractor.

14.3 Co-Operation

The Contract Carrier must:

- (a) not do, or omit to do, anything which might vitiate, impair or derogate from the cover under any insurance policy or other cover or which might prejudice any claim under any policy or other cover; and
- (b) fully co-operate with the Principal Contractor in relation to a claim under the insurances.

14.4 Provision of Currency

The Contract Carrier must upon the Principal Contractor's request provide to the Principal Contractor certificates of currency evidencing the existence of the policies required to be effected under this clause and the certificates of currency must, as a minimum, show the insurer's name, policy number and policy expiry date.

14.5 Other Insurances

If the Principal Contractor requires a Contract Carrier to obtain an insurance other than the insurances set out in clause 14.1 or to obtain different levels of insurance cover, the Principal Contractor must reasonably compensate the Contract Carrier for the cost of that insurance.

15. Allocation of Work and Rostering

15.1 Allocation of Cartage Work

A Principal Contractor must allocate Cartage Work to Contract Carriers transparently, reasonably and lawfully.

15.2 Rostering

A Principal Contractor must roster Contract Carriers to perform work (including rostering on, return load and rostering off) transparently, reasonably and lawfully.

16. Fleet Mix Change

16.1 Changing Fleet Mix - Mandatory Consultation

- (a) This clause applies where a Principal Contractor has made a definite decision to make a fleet mix change that is likely to have significant effects on Contract Carriers.
- (b) For a fleet mix change referred to in paragraph 16.1(a):
 - (i) the Principal Contractor must notify the relevant Contract Carriers of the decision to change the fleet mix; and
 - (ii) subclauses (c) to (h) apply.
- (c) The relevant Contract Carriers may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
 - (i) a relevant Contract Carrier appoints, or relevant Contract Carriers appoint, a representative for the purposes of consultation; and
 - (ii) the Contract Carrier or Contract Carriers advise the Principal Contractor of the identity of the representative;
 - (iii) the Principal Contractor must recognise the representative.
- (e) As soon as practicable after making its decision, the Principal Contractor must:
 - (i) discuss with the relevant Contract Carriers:
 - A the proposed change to the fleet mix; and
 - B the effect the change is likely to have on the Contract Carriers; and
 - C measures the Principal Contractor is taking to avert or mitigate the adverse effect of the change on the Contract Carriers; and
 - (ii) for the purposes of the discussion, provide in writing to the relevant Contract Carriers:
 - A all relevant information about the change including the nature of the change proposed; and
 - B information about the expected effects of the change on the Contract Carriers; and
 - C any other matters likely to affect the Contract Carriers.

- (f) However, the Principal Contractor is not required to disclose confidential or commercially sensitive information to the relevant Contract Carriers.
- (g) The Principal Contractor must give prompt and genuine consideration to matters raised about the change by the relevant Contract Carriers.
- (h) In this clause, a "fleet mix change" arises:
 - (i) when a Principal Contractor decides to introduce a new transport type into their fleet being one or more of the following transport types:
 - A Contract Carriers; or
 - B Drivers employed by the Principal Contractor; or
 - C third party transport providers;
 - (ii) when a Principal Contractor introduces into their fleet a new Vehicle configuration.

17. Selling of Vehicles

No circumstances shall exist where a Vehicle is sold with Cartage Work.

18. Supervision of Personnel

The Contract Carrier must ensure that each and all of its Drivers:

- (a) performs the Work and does everything connected with it as is required of the Contract Carrier by this Determination; and
- (b) does not engage in any acts or omissions that give rise to a breach by the Contract Carrier of this Determination.

PART 4 - RATES OF REMUNERATION

19. Application of this Part

This Part 4-Rates of Remuneration, subject to paragraph (c), applies to:

- (a) Contracts of Carriage for the transportation of goods from one place to another place, both of which are within the County of Cumberland; and
- (b) Contracts of Carriage for the transportation of goods from one place to another place, where the second place is no more than 50 kilometres from the first place.
- (c) This part does not apply to:
 - (i) transportation of goods requiring refrigeration transported in refrigerated vehicles
 - (ii) transportation of cash transported in armoured vehicles
 - (iii) removal of furniture and effects from a place of residence to another place of residence or storage, and
 - (iv) transport of goods in the private pathology industry (where the Principal Contractor is principally engaged in the private pathology industry and the Contracts of Carriage are by rigid Vehicles of less than 2 tonnes).

20. Rates of Remuneration

- 20.1 The Principal Contractor shall, subject to clause 21 and subject to any adjustments and deductions provided for in this Determination pay to a Contract Carrier for work commenced after the date of commencement of this Determination:
- (a) the rate of remuneration per kilometre in Schedule A being the running rate applicable to the Contract Carrier's Vehicle for the Work Distance; and
 - (b) the rate of remuneration per hour in Schedule A at the standing hourly rate applicable to the Contract Carrier's Vehicle for the Work Time calculated to the nearest half hour; and
 - (c) any additional rate prescribed by Schedule C.
- 20.2 The running rate applicable to the Contract Carrier's Vehicle and the hourly standing rate applicable to the Contract Carrier's Vehicle shall be that applicable to a vehicle of the specified age and specified class provided that:
- (a) If the Contract Carrier uses in the course of carrying out work for the Principal Contractor a Vehicle with a carrying capacity less than the specified carrying capacity, then the running rate and the hourly standing rate provided for in Schedule A applicable to a Vehicle with a carrying capacity of the Vehicle used by the Contract Carrier shall be payable.
 - (b) If the Contract Carrier uses in the course of carrying out work for the Principal Contractor a Vehicle of a greater age than that specified by the Principal Contractor, then subject to clause 20.3 the running rate and the hourly standing rate provided for in Schedule A applicable to a Vehicle of the age used by the Contract Carrier shall be payable.
- 20.3 If the vehicle of the Contract Carrier while the Contract Carrier has undertaken work for the Principal Contractor has been in accordance with the specified age but has ceased by effluxion of time to be in accordance with the specified age, then the Contract Carrier for a period after the Vehicle has ceased to be of the specified age either of twelve months or until the Contract Carrier replaces the Vehicle whichever is the less shall be entitled to receive remuneration as though the Vehicle was of the specified age. If the vehicle has not been replaced by the expiration of 12 months after the vehicle has ceased to be of the specified age, then if the Principal Contractor elects to continue to allocate work to the Contract Carrier, remuneration shall be paid to the Contract Carrier in accordance with the actual age of the vehicle.
- 20.4 The rates specified in this clause shall be applicable to the Vehicle of the Contract Carrier notwithstanding that the Contract Carrier uses a Vehicle with a carrying capacity which is greater than that specified by the Principal Contractor or a Vehicle of a less age than that provided for in the scale in Schedule A specified by the Principal Contractor.

21. Alternative Systems of Remuneration

- 21.1 A Principal Contractor may be exempted in whole or in part from clause 19, Remuneration, by way of application to the IRC to vary this Determination to enable a unit, hourly or other rates to be paid by the Principal Contractor to a Contract Carrier which will not result in the Contract Carrier, over a period not exceeding 13 weeks, receiving less remuneration than he would have received had he been paid the rates prescribed by the said clause 19. For the purposes of this clause, "unit, hourly or other rates" means rates related to the number of units or the quantity of goods carried by the Contract Carrier, to the hours worked by the contract carrier or the trips undertaken by the Contract Carrier, or by a combination of those factors or related to any other factor or combination of factors.

22. Tolls & Charges

- 22.1 [THIS CLAUSE IS LEFT BLANK INTENTIONALLY]

PART 5 - MISCELLANEOUS

23. Disputes Procedure

23.1 Application of Procedure

Any dispute that arises between a Contract Carrier and a Principal Contractor must be dealt with in accordance with this clause.

23.2 Appointment of Representative

A Contract Carrier who is a party to a dispute may appoint a representative for the purposes of this clause which may include the Union.

23.3 Procedure

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

23.4 Notification to Commission

If the dispute remains unresolved it may be referred to the IRC.

23.5 Continue to Perform Cartage Work

Whilst the parties are trying to resolve the dispute using the procedure set out in this clause:

- (a) a Contract Carrier must continue to perform Cartage Work as they normally would do unless they hold a reasonable concern about an imminent risk to their health or safety; and
- (b) a Contract Carrier must comply with a direction given by their Principal Contractor to perform other available Cartage Work, unless:
 - (i) the Cartage Work is not safe; or
 - (ii) applicable workplace health and safety legislation would not permit the Cartage Work to be performed; or
 - (iii) the Cartage Work is not appropriate for the Contract Carrier to perform; or
 - (iv) there are other reasonable grounds for the Contract Carrier to refuse to comply with the direction.

24. Union Delegates

24.1 Appointment

A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier must, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.

24.2 Opportunity to Meet

An accredited Delegate must be allowed a reasonable opportunity to meet the relevant manager of the Principal Contractor and Contract Carriers to discuss matters affecting Contract Carriers whom they represent.

24.3 Use of Notice Board

Accredited Union Delegates must be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.

25. Record keeping

25.1 Obligations

The Principal Contractor must record either in documentary form or electronic form, the following information for each Contract Carrier:

- (a) any Cartage Rate Schedule;
- (b) start and finish times;
- (c) hours worked per day;
- (d) kilometres travelled per day;
- (e) Start and Finish Place;
- (f) remuneration paid;
- (g) a copy of any written contract entered into with the Contract Carrier;
- (h) all trip schedules and driver rosters;
- (i) all safe driving plans and risk assessments that relate to the fatigue of road transport drivers;
- (j) all reported breaches and suspected breaches of the fatigue management law, including breaches and suspected breaches identified by the Principal Contractor; and
- (k) all breaches of fatigue management laws investigated by the Principal Contractor, the outcome and any remedial action taken.

25.2 Maintenance of Records

The Principal Contractor must maintain all the records arising from clause 25.1 for a period of seven years.

25.3 Contract Carrier to Assist

- (a) A Contract Carrier must do all things reasonably directed by the Principal Contractor to gather and record the information referred to in clause 25.1.
- (b) A Principal Contractor must not be liable for breach of this clause 25 because of the failure of a Contract Carrier to comply with clause (a).

26. Leave Reserved

Leave is reserved to any party to this Determination to apply to vary the Determination in respect of:

- (a) its application to the transport of pre-fabricated construction materials to and from construction sites;
- (b) rates of remuneration and related matters; and
- (c) coverage of the Determination.

SCHEDULE A - RATES OF REMUNERATION

1. It is expressly noted that the rates of remuneration in Schedules A and D have taken into account, and include payment, for the following factors:
 - (a) Wages - based on the General Rate of pay for a Transport Worker Grade Three as per Table 1 Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
 - (b) Overtime - in excess of 40 hours each week.
 - (c) Annual Leave.
 - (d) Long Service Leave.
 - (e) Public Holidays.
 - (f) Picnic Day.
 - (g) Sick Leave.
 - (h) Return on capital invested.
 - (i) Depreciation.
 - (j) Lease Costs.
 - (k) Registration and compulsory third party insurance.
 - (l) Comprehensive insurance.
 - (m) Public liability insurance.
 - (n) Personal accident insurance.
 - (o) Administrative overheads.
 - (p) Fuel.
 - (q) Oil.
 - (r) Tyres.
 - (s) Repairs and maintenance.
 - (t) Industry - specific allowances.
2. Where:
 - (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
 - (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
 - (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

3. If a carrier is:

- (a) ineligible to apply for the rebate pursuant to the scheme; or
- (b) has not been requested to apply for the rebate pursuant to the scheme; or
- (c) has become ineligible to claim a rebate pursuant to the scheme; or
- (d) the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

4. Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

5. **Table One - Vehicle Rates**

Where the Commonwealth Government's fuel tax credit subsidy is applicable:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes						
2 to 5 Tonnes	36.81	43.29	32.32	46.43	25.93	46.49
5 to 8 Tonnes	43.53	59.91	37.01	60.18	27.84	60.22
8 to 10 Tonnes	50.88	73.25	42.19	74.09	35.69	74.12
10 to 12 Tonnes	68.02	103.12	53.39	101.97	43.38	102.10
12 TO 14 Tonnes	88.21	129.63	66.70	129.58	52.33	129.73
14 Tonnes +	98.33	153.84	73.54	152.48	56.12	152.66
Single Axle Prime Mover	71.24	139.95	55.78	140.59	45.52	140.71
Bogie Axle Prime Mover	101.04	161.07	75.50	160.95	57.51	161.12

6. **Table Two - Vehicle Rates**

Where the Commonwealth Government's fuel tax credit subsidy does not apply:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	32.54	42.56	28.10	43.09		
2 to 5 Tonnes	36.81	49.00	32.28	49.08	25.93	49.14
5 to 8 Tonnes	43.53	63.08	36.96	63.53	27.84	60.21
8 to 10 Tonnes	50.88	76.64	42.12	77.97	35.69	74.25
10 to 12 Tonnes	68.02	108.71	53.32	106.61	43.38	102.56
12 to 14 Tonnes	88.21	136.28	66.60	136.50	52.33	129.78

14 Tonnes +	98.33	162.38	73.43	160.21	56.12	152.96
Single Axle Prime Mover	71.25	147.36	55.71	148.36	45.52	140.72
Bogie Axle Prime Mover	101.04	169.54	75.40	169.36	57.51	161.32

SCHEDULE B - PROCEDURE AND TIME FOR ADJUSTMENT OF RATES

- The rates prescribed in Schedules A and D together with the additional amounts in Schedule C shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- The Union shall make application to the IRC for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- The parties to this Determination shall confer with a view to reaching agreement on the variation. In the default of agreement the rates and amounts shall be determined by the Industrial Relations Commission of New South Wales.
- The first adjustment shall operate from 1 July 1984.
- The initial rates and amounts in the Contract Determination shall be deemed to take into account all costs and movements up to 31 October 1982.
- The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
- If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
- The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Wage Factor Sick Leave	Adjust according to the actual percentage change in the General Rate of pay for a Transport Worker Grade Three as per Table 1, Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
2. Return on Capital Depreciation Lease Cost	Adjust by the average percentage change in the price of the following vehicles: (i) Freightliner CL 112 450HP (ii) Isuzu FTR 900 MWB (iii) Holden Colorado Ute 2dr Man 5sp CC or a comparable vehicle replacing any of these vehicles as determined by "The Red Book"
3. Registration and C.T.P.	Adjust by the Average Percentage Change in the registration/CTP charges for a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles)
4. Insurances	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group "Vehicle Insurance".
5. Administration	Adjust according to the Percentage Change as per the ABS CPI Sydney (All Groups).

6. Fuel	Adjust according to the Percentage Change as per the AIP NSW State weekly average for the retail price of diesel, excluding GST.
7. Tyres	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group 'Motor Vehicle Parts and Accessories'.
8. Repairs and Maintenance	The Adjustment shall be based upon the following index: Labour: 67 Parts: 33 Total: 100 "Labour" is adjusted according to the percentage increase in a Mechanics wage under the Metal, Engineering and Associated Industries (State) Award. "Parts" is adjusted by application of the movement in the Consumer Price Index (All Groups), Sydney.

10. The formula for an adjustment shall be as set forth in the Exhibit to IRC Matter No. 691 of 1984.
11. The additional amounts in Schedule C - Additional Amounts, shall be adjusted by application of the movement of the Consumer Price Index (All Groups), Sydney.
12. Cost Recovery for variations in the Price of fuel:
 - (a) the parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
 - (b) notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
 - (i) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
 - (ii) subject to paragraphs (iii) and (iv) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
 - (iii) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
 - (iv) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
 - (c) the parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (b) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.
 - (d) the fuel index, reflecting the rate as at 21 September 2014, is 154.8 cents per litre. This index is exclusive of GST.

SCHEDULE C - ADDITIONAL AMOUNTS

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle	\$19.75 per day
Dual Axle	\$25.89 per day
Tri Axle	\$31.85 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$4.01 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.01 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity: \$4.80 per day

Up to and including 6,000 lbs. capacity: \$6.57 per day.

Side-Loading Devices:

\$21.18 per day

SCHEDULE D - WATERFRONT AND CONTAINER DEPOTS

- The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination, provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear Allowance, and Clause 3, Twist lock Allowance of Schedule C, Additional Amounts, of this Contract Determination.
- The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:

- (a) Where:
 - (i) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
 - (ii) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government’s Energy Grants (Credits) Scheme (‘the scheme’) for that contract of carriage; and
 - (iii) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

- (b) If a carrier is:
 - (i) ineligible to apply for the rebate pursuant to the scheme; or
 - (ii) has not been requested to apply for the rebate pursuant to the scheme; or
 - (iii) has become ineligible to claim a rebate pursuant to the scheme; or
 - (iv) the scheme is abolished

then the principal contractor shall the pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification of the performance of that contract of carriage.

- (c) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	47.27	47.87
Not less than 10 and not greater than 12 tonnes	57.61	58.33
Not less than 12 and not greater than 14 tonnes	69.11	70.15
Not less than 14 tonnes	76.18	77.39
Single Axle Prime Mover	65.26	66.45
Bogie Axle Prime Mover	78.45	79.77

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule A, Vehicle Rates, appearing in Schedule A, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

40 ft Skel trailer	\$52.20 per day
40 ft General Purpose trailer	\$52.20 per day
Dog or Pig trailer	\$39.07 per day
Pup trailer	\$26.10 per day
20 ft Skel trailer	\$46.99 per day

4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

40 ft trailer	\$2.73 per hour
Dog/Pig trailer	\$5.35 per hour
Pup trailer	\$3.94 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 3, Savings clause, of this this Determination shall apply to the above rates and conditions.

SCHEDULE E - EXEMPTION FROM COMPLIANCE WITH PROVISIONS OF CLAUSE 20

The following Companies and/or entities, each being principal contractors as defined in this contract determination, are exempted from the whole of the provisions of clause 20-Rates of Remuneration, on and from the date shown adjacent to the name:

Name of Company/Entity	Date of Effect of Exemption
Owens Transport Pty Limited	10 March 1994

Provided that the rates paid by the principal contractor to a contract carrier meet the minima prescribed by clause 17 regarding average remuneration that would otherwise have been received under the determination over a period not exceeding thirteen weeks.

SCHEDULE F - NOMINATED CONTRACT DETERMINATIONS

The Nominated Contract Determinations are:

1. Transport Industry - Car Carriers (N.S.W.) Contract Determination;
2. Transport Industry - Concrete Haulage Contract Determination;
3. Transport Industry - Excavated Materials Contract Determination;
4. Transport Industry - Quarried Materials Contract Determination;
5. Transport Industry - Waste Collection and Recycling Contract Determination;
6. Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination;
7. Transport Industry - Courier and Taxi Truck Contract Determination;
8. Transport Industry - Concrete Haulage - Mini Trucks Contract Determination;
9. Transport Industry - Readymix Holdings Pty Ltd Concrete Cartage Contract Determination;

10. Boral Transport Limited Haulier Contract Determination;
11. CEVA Logistics (Australia) Pty Ltd (NSW Vehicle Logistics Local Fleet) Contract Determination;
12. Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination;
13. Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination;
14. Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination;
15. Australian Liquor Marketers Pty Limited Carriers Contract Determination;
16. Boral Country - Concrete and Quarries Contract Determination;
17. Boral Resources (NSW) Pty Limited Sydney Metropolitan Concrete Contract Determination;
18. Transport Industry - Metromix Concrete Haulage Contract Determination;
19. Transport Industry - Allied Express TWU Interim Contract Determination;
20. Couriers Please Pty Ltd Contract Determination;
21. Transport Industry - Mayne Logistics Contract Determination;
22. Transport Industry - Penrith City Council Contract Determination;
23. Boral GST Protocol (Facilitation and Compliance) Contract Determination;
24. TNT Domestic & International Express Ancillary Contract Determination, The;
25. Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination;
26. Superior Premix Contract Determination No. 2;
27. Superior Premix Contract Determination - Blacktown City Council Project;
28. Transport Industry - General Carriers (The Smith Family) Contract Determination;
29. Boral Transport Limited Quarried Materials Minimum Load Contract Determination; and
30. Monier Roofing Limited and Reliance Roof Tiles Pty Ltd Contract Determination.

P. M. KITE , *Acting Justice*

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA16/3 - Port Stephens Council Enterprise Agreement 2015

Made Between: Port Stephens Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; and The Development and Environmental Professionals' Association.

New/Variation: New

Approval and Commencement Date: Approved 11 December 2015 and commenced 1 July 2015.

Description of Employees: This agreement applies to all employees employed by Port Stephens Council, located at 116 Adelaide Street, Raymond Terrace NSW 2324, and employees of committees of Council established under the Local Government Act .1993, with the exception of Group Managers and the General Manager. This agreement shall regulate totally the terms and conditions of employment previously regulated by all awards and agreements covering employees of Port Stephens Council..

Nominal Term: 36 Months.

EA16/4 - Lismore City Council Goonellabah Sports and Aquatic Centre and Lismore Memorial Baths Enterprise Agreement 2015

Made Between: Lismore City Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 11 December 2105 and commenced 10 December 2015

Description of Employees: This agreement applies to all employees of Goonellabah Sports and Aquatic Centre and Lismore Memorial Baths..

Nominal Term: 36 Months.

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA16/2 - Recall Information Management Pty Ltd - NSW DMS & DPS Contract Agreement 2016

Made Between: Recall Information Management Pty Ltd -&- the Transport Workers' Union of New South Wales

New/Variation: New

Approval and Commencement Date: 24 May 2016 and commenced 16 February 2016

Description of Employees: The contract agreement applies to a person who enters into a contract of carriage with Recall Information Management Pty Ltd, located at Level 2, 170-180 Bourke Road, Alexandria NSW 2015, for the purposes of transporting records in and out of Burrows Road, Greystanes, Moorebank and North Rocks (Relevant Sites), including but not limited to, documents, computer tapes and where required by Recall, exchanging computer back up tapes in clients' servers at clients' premises in the Area (the Contractor).

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

INDUSTRIAL GAZETTE

VOLUME 379

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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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Public Health Service Employees Skilled Trades (State) Award	AIRC 482
Public Hospital (Medical Officers) Award	ROIRC 316
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Service NSW (Salaries and Conditions) Employees Award 2016	AIRC 890
State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2014	VIRC 317
State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2016	AIRC 320
Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2015	CORR 927
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