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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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## CONTENTS

Vol. 390, Part 4

24 September 2021

Pages 408 — 568

Page

Awards and Determinations —

Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2021	AIRC	408
Crown Employees (Administrative and Clerical Officers - Salaries) Award	RIRC	476
Crown Employees (General Assistants in Schools - Department of Education) Award	RIRC	482
Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016	RIRC	490
Crown Employees (Public Service Training Wage) Reviewed Award 2008	RIRC	501
Security Industry (State) Award	RIRC	515
Crown Employees (Department of Planning, Industry and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2021	VIRC	555
Parliamentary Reporting Staff (Salaries) Award	VIRC	559
Roads and Maritime Services (Wages Staff) Award 2019	VIRC	560

(1909)

SERIAL C9305

# TRANSPORT FOR NEW SOUTH WALES AND SYDNEY METRO SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 220718 of 2021)

Before Commissioner Sloan

10 August 2021

## AWARD

### Arrangement

#### PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

##### SECTION 1 - APPLICATION AND OPERATION

Clause No.	Subject Matter
1.	Introduction
2.	Interpretation
3.	Title
4.	Area, Incidence and Duration
5.	Dispute Settlement Procedure (DSP)
6.	Union rights
7.	Classifications, Salary and Allowances
8.	Consultation and Change
9.	No Extra Claims
10.	Local arrangements
11.	Work Environment
12.	Anti-Discrimination

##### SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

13.	Probationary Period
14.	Forms of Employment
15.	Contractors and Labour Hire
16.	Termination of Employment
17.	Abandonment of Employment
18.	Hours of Work
19.	Flexible Working Hours
20.	Shift Work
21.	Flexible Working Arrangements
22.	Leave Provisions
23.	Public Holidays
24.	Transfer Allowances
25.	Overtime
26.	Travelling Expenses
27.	Remote Locations Living Allowance
28.	Higher Grade
29.	Salary Packaging
30.	Work Health and Safety

PART B - CONDITIONS COVERING SHIFTWORKERS  
IN THE TRANSPORT MANAGEMENT CENTRE

31. TOCs and TIOs
32. TMC Shiftworkers other than TOCs and TIOs and Transport Commanders
33. Transport Commanders
34. CBD Taskforce and Replacement Bus Transport Services TLMs, EMBs and DMSOs
35. CBD Taskforce and Replacement Bus Transport Services ATCs and STIMs

SCHEDULE A - CLASSIFICATION STRUCTURE AND  
RATES OF PAY

SCHEDULE B - ALLOWANCES AND EXPENSES

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

PART A - CORE CONDITIONS COVERING NORMAL  
OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

**1. Introduction**

- 1.1 On 1 November 2011, Transport for NSW (TfNSW) was established pursuant to Part 1A of the *Transport Administration Act 1988* (NSW).
- 1.2 The Transport Service is the service in which employees who are the staff of TfNSW and Sydney Metro are employed.
- 1.3 This award sets out salaries and conditions of employment for Employees in the Transport Service in the classifications specified in this award.

**2. Interpretation**

2.1 Definitions

Accrued Day Off (ADO) means the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

Act means *Transport Administration Act 1988*.

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

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

Employee means all persons employed as a member of the Transport Service in the TfNSW Group and the SM Group who are not designated as a Transport Service senior manager or as a Transport Service senior executive as defined in the Act.

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

Employer means the Secretary in accordance with s68C(3) of the Act.

Extended Leave means long service leave as provided by subclause 22.5.

FACSL means Family and Community Service Leave in accordance with subclause 22.4.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

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

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in clause 18.1.

IRC means Industrial Relations Commission of New South Wales.

LWOP means Leave Without Pay.

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

Local Holiday means a holiday which that is declared as an additional holiday for a specified part of the State under the Public Holidays Act.

On Call means an Employee who is required by the Employer to be available outside their normal working hours for recall to duty.

Part-Time Employee means a person employed on a permanent or temporary basis in accordance with clause 14.8, including an Employee working a job share arrangement.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian University or recognised equivalent and is employed in a position where a degree in engineering is a requirement.

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

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

Secretary means the Secretary of the Department of Transport.

(Note: a reference to any action taken by the Secretary or the Employer under this award is, where appropriate, taken to mean a reference to action taken by a delegate of the Secretary).

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

Shiftworker means an Employee who works rostered shifts.

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

SM Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act 1988* (NSW) as being part of the SM Group.

Temporary Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

TfNSW Group means the group of staff designated by the Secretary of the Department of Transport on 24 February 2014, previously under clause 32A of the Transport Administration (Staff) Regulation and currently in operation under the *Transport Administration Act 1998* as being part of the TfNSW Group.

TIOs means Employees employed as Transport Information Officers in the Transport Management Centre.

TMC means the Transport Management Centre.

TOCs means Duty Manager Operations Controllers, Deputy Duty Manager Operations Controllers, Senior Transport Operations Controllers and Transport Operations Controllers in the Operations Unit of the Transport Management Centre.

Transport Service means the Transport Service of New South Wales established by the Act.

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

### 3. Title

This Award shall be known as the Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2021.

### 4. Area, Incidence and Duration

4.1 This Award shall apply to:

- (a) The Employer; and
- (b) Employees.

4.2 This Award comes into effect on 1 July 2021 and will remain in force up to 30 June 2022.

4.3 This Award rescinds and replaces the Transport for New South Wales Salaries and Conditions of Employment Award 2019 published 19 June 2020 (388 I.G. 928) and operates in place of clause 5 of the Transport Service of New South Wales Sydney Metro Agreement 2018 made under s.68(K)(2) of the Act.

4.4 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Australian Rail, Tram and Bus Industry Union NSW (RTBU);

- (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
  - (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA).
- 4.5 An agreement made under s.68D(2) of the Act shall override this Award to the extent of any inconsistency.
- 4.6 The parties will make best endeavours to commence discussions in relation to the next Award six months prior to the nominal expiry date of this Award.

### **5. Dispute Settlement Procedure (DSP)**

- 5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.
- 5.2 Subject to subclause 9.1, this procedure shall apply to any Dispute that arises about the following:
- (a) matters pertaining to the relationship between the Employer and Employees;
  - (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
  - (c) the operation and application of this Award.
- 5.3 Any Dispute shall be resolved according to the following steps:

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

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

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

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

- 5.4 By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.
- 5.5 The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.
- 5.6 The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

- 5.7 All timeframes above are exclusive of weekends and public holidays.
- 5.8 The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.
- 5.9 Safety Issues

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

## **6. Union Rights**

### 6.1 Union Delegates

- (a) The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace.
- (b) Accordingly, the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (i) represent members in bargaining;
  - (ii) represent the interests of members to the Employer;
  - (iii) consult with union members and other Employees for whom the delegate is a representative; and
  - (iv) place union information on a union noticeboard in a readily accessible and visible location.
- (c) Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- (d) Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- (e) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt employees who are undertaking their work duties.
- (f) Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (i) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
  - (ii) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
  - (iii) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;



- (iv) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
  - (v) attendance at meetings as a member of a vocational or industry committee.
- (g) Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (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 Union;
  - (iii) attendance being confirmed in writing by the Union or a nominated training provider.
- (h) The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- (i) 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.
- (j) If a delegate undertakes duties in accordance with this clause while on leave, the Employer will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

#### 6.2 Union Delegates' access to the Employer's facilities

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

### **7. Classifications, Salary and Allowances**

- 7.1 Employees, other than Professional Engineers, are employed in the classifications set out in Part 1 of Schedule A.
- 7.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 7.3 Employees will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 7.4 Employees will be paid applicable allowances and expenses in accordance with Schedule B of this Award.
- 7.5 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.04% from first pay period commencing on or after 1 July 2021;
  - (b) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) rounded to the nearest 10 cents.
  - (c) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via NSW Department of Premier and Cabinet Circulars and Schedule B amended as required.

- 7.6 Where an Employee has completed 12 months service at a level within a classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress one level within the Employee's classification.
- 7.7 Each Employee will be paid fortnightly.
- 7.8 Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.
- 7.9 The transitional arrangements for Employees who join the Transport Service, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C, and who immediately prior to their employment were employed in a public transport agency, as defined in the Act, are set out in Schedule C. The transitional arrangements in Schedule C only apply to Employees who are appointed to a position that is at their equivalent TfNSW grade in Schedule C.
- 7.10 First Aid Allowance

Where the Employer designates an Employee who is qualified, as specified in Items 12 and 13 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.

## **8. Consultation and Change**

- 8.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 8.2 Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a consultative committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.
- 8.3 The Consultative Committee will also consider strategic workforce planning issues and implementation, including securing a workforce for the future, the role of labour hire in delivering that workforce (subject to subclause 14.2) and the capability requirements for that workforce. Relevant information will be provided to the Unions to facilitate such discussions, such as:
- (a) Divisional organisation structures;
  - (b) Active and budgeted positions by classification by Division, grade and location;
  - (c) Available breakdown figures for full-time, part time, casual and temporary employees, as well as numbers, usage and length of hire of labour hire.
- 8.4 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- (a) The Employer will provide relevant information, including but not limited to, that referred to in clause 8.3, about:
    - (i) The proposed change;
    - (ii) Effects on the Employees; and
    - (iii) The rationale for the proposed changes based on business needs.
    - (iv) How the changes comply with 14.2 (Preference for Direct Permanent Employment) and 15, Contractors and Labour Hire, of the Award.

- (b) The Employer will meet with the affected Employees and their Employee Representative and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
  - (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
  - (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 8.5 The Employer is committed to implementing change in accordance with the NSW Public Service Agency Change Management Guidelines to improve the process of assisting employees when impacted by reform. When developing a plan for change, the Employer will address the impact on affected employees in accordance with the above Guidelines and subclause 14.1.
- 8.6 The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impacts on the working arrangements of Employees.
- 8.7 Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at clause 5.

#### **9. No Extra Claims**

- 9.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the IRC or any other industrial tribunal.
- 9.2 The terms of subclause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 are not prohibited by this clause.

#### **10. Local Arrangements**

- 10.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 10.2 All local arrangements negotiated between the Employer and the union parties must:
- a) be approved in writing by the Employer;
  - b) be approved in writing by the union parties to this Award;
  - c) include provisions for the duration, review, and termination of the agreement; and
  - d) be contained in a formal document signed by all parties to this Award.
- 10.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

#### **11. Work Environment**

- 11.1 Workplace Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces by:

- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
  - (b) assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2017* by establishing agreed Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
  - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
  - (d) developing strategies to assist the rehabilitation of injured Employees.
- 11.2 The Employer will allow Employees elected as committee members, reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member.
- 11.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 11.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexuality, transgender identity, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. The Employer and Employees are required to refrain from, or be party to, any form of harassment in the workplace.

## 12. Anti-Discrimination

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

## NOTES

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

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

**SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS****13. Probationary Period**

- 13.1 All new Employees, other than an Employee who immediately prior to their employment in the Transport Service was employed in the NSW Public Sector, will be subject to a probationary period of 3 months, except where the Employer specifies a probationary period of 6 months.
- 13.2 The Employer may extend a 3 month probationary period once up to a maximum of 6 months.

**14. Forms of Employment**

- 14.1 The Employer recognises the benefit of retaining relevant and valued knowledge, experience and transferable skills for the delivery of high quality value for money services for the NSW travelling public.
- 14.2 It is consistent with this recognition and purpose that the Employer will use direct permanent employment as the preferred and predominant staffing option.
- 14.3 Where a Permanent Employee is appointed to a fixed (or limited) term project role/position, the Employee will retain Permanent Employee status.
- 14.4 The Employer will work with the Employees and their Employee representatives to develop and implement workforce planning solutions under clause 8 of this Award. In developing the workforce planning solutions, the following will be taken into consideration:

the preference under 14.2 for permanent employment as the predominant staffing option;

the benefit to the Employer of maximising the retention of relevant and valued knowledge, experience and transferable skills, including those of Temporary Employees;

the need to attract, develop and maintain the engineering capability essential for the delivery of high quality value for money services for NSW;

the benefits and impacts on Employees and the Employer of temporary and permanent employment; and

other issues as deemed appropriate by the parties.
- 14.5 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No employee will be engaged as a casual employee.
- 14.6 Full-Time Employment

A Full-Time Employee is an Employee employed to work for thirty five hours per week.

#### 14.7 Part-Time Employment

- (a) A Part-Time Employee shall be engaged to work agreed contract hours per week (for no less than three hours per day) and employed to work fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
- (b) Part-Time work may be undertaken with the agreement of the Employer. Part-Time work may be undertaken in a part-time position or under a part-time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for Part-Time Employees is the same as for Full-Time Employees.
- (d) 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.
- (e) Additional hours
  - (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in excess of their contract hours.
  - (ii) Subject to 18.13, for the time worked in excess of the Employee's contract hours and up to the normal full-time hours for the classification, part-time Employees shall:
    - (A) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the Employee is entitled to five weeks annual leave, or
    - (B) if working under a Flexible Working Hours scheme under clause 19 of this Award, can elect to be paid as per section 14.8(e)(ii)(A) or have the time worked credited as flexible working hours.
  - (iii) 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 25, without the need to be working under flexible hours in subclause 25.3.

#### 14.8 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause 14.2, an engagement of a Temporary Employee may be on either a full-time or part-time basis and in the following circumstances:
  - i. a fixed period of not more than 24 months in the one role (subject to ii to iv following); or
  - ii. for a specified project; or
  - iii. for an entry level program, including for trainees, graduates, scholars, cadets or VET cadets; or
  - iv. to backfill a role temporarily vacated by a Permanent Employee, including for maternity relief, secondments or career breaks.

- (d) A Temporary Employee engaged under subparagraph 14.8(c)(i) will be made permanent after 24 continuous months in the one role. This provision came into effect on 24 July 2019\.
  - (e) Where a Temporary Employee has been engaged under subparagraph 14.8 (c)(iv) and the role is subsequently permanently vacated, 14.8(d) shall apply.
  - (f) The employer will not seek to terminate a temporary engagement to avoid the provisions of paragraph 14.8(d).
- 14.9 The Employer may offer permanent employment to a Temporary Employee after 12 continuous months' employment in a role (the Original Role), subject to the following criteria:
- (a) the Employee was initially employed in the Original Role following an advertised merit process;
  - (b) the permanent appointment is to be to a role that is of equivalent grade (unless the Employee agrees to a lower grade) and equivalent capabilities to the Original Role;
  - (c) the Employee has demonstrated satisfactory performance in the Original Role under the Employer's performance management system and has demonstrated satisfactory conduct.
  - (d) the Employee has the relevant capabilities, skills, qualifications and experience to enable the Employee to perform the duties of the role.

### **15. Contractors and Labour Hire**

- (a) Consistent with subclause 14.2 the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- (b) Whilst the Employer may be required to utilise contractors or labour hire for a variety of reasons, the Employer will not use such labour to undermine the terms and conditions of employees under this Award.
- (c) In considering whether to engage contingent labour, the Employer will consider whether:
  - i. there are any existing Employees who are suitable and available to carry out the work;
  - ii. there is an urgent or pressing need to meet business requirements; or
  - iii. there are specialist skill and/or capability requirements cannot be met from within the agency.
- (d) On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not applying the relevant industrial instrument rates of pay or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will immediately engage with the contractor, sub-contractor or labour hire company to take the necessary action to address the situation. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will take appropriate action which may include termination of the contract

### **16. Termination of Employment**

- 16.1 The Employer will not terminate an Employee's employment unless:
- (a) the Employee has been given, in writing, the period of notice required by this clause;
  - (b) the Employee is guilty of serious misconduct; or
  - (c) all relevant legislative provisions have been complied with.

16.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.
- 16.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 16.2 above, or by forfeiting salary in lieu of notice.
- 16.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 16.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 16.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

### **17. Abandonment of Employment**

- 17.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 17.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

### **18. Hours of Work**

- 18.1 The ordinary hours of work shall be 35 hours per week.
- 18.2 Except as provided for in subclause 18.13, clause 20 and Part B of this Award, the ordinary hours shall be worked between 7.00 am and 7.00 pm, Monday to Friday inclusive.
- 18.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 18.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with clause 18.7(a) with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.
- 18.5 The ordinary hours may be standard pursuant to paragraph 18.7(a) or flexible pursuant to clause 19 and may be worked on a full-time or part time basis.
- 18.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.



- 18.7 The following working arrangements apply according to the requirements of the Employer:
- (a) the ordinary hours for an Employee working standard hours will be Monday to Friday, 7 hours, 22 mins per day/19 days per 4 week period (fixed); or
  - (b) flexible working hours (clause 19).
- Employees working according to (a) above are excluded from working under the flexible working hours scheme.
- 18.8 Employees working in accordance with clause 18.7(a) will be entitled to:
- (a) have an accrued day off (ADO) during each four week work cycle; and
  - (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.
- 18.9 Where an Employee working standard hours is directed to work between 7am and 7:30am, or 6pm and 7pm, such hours shall be overtime and managed in accordance with the overtime provisions of this Award.
- 18.10 Where an Employee working standard hours is directed to work more than 7 hours, 22 minutes in any one day (excluding breaks) the hours in addition to 7 hours, 22 minutes shall be paid as overtime and managed in accordance with the overtime provisions of this Award.
- 18.11 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.
- (a) 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.
  - (b) 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.
  - (c) Employees shall be provided with access to:
    - (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
    - (ii) suitable facilities, such as refrigeration and a sink, where practicable.
- 18.12 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 19).
- 18.13 Additional Conditions for Sydney Metro Community Information Centre Staff
- (a) Employees working in the Sydney Metro Community Information Centre may be required to work their ordinary hours of duty:
    - (i) between 8.20 am and 4.20 pm on a Saturday; and
    - (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent

- (b) The 50 per cent loading paid under clause 18.13(a) may be taken as Time off in Lieu (TOIL) by agreement between the Employee and Employer.
- (c) The ordinary hours of duty shall be worked over a two week roster cycle.
- (d) Employees shall not be required to work more than five consecutive days during the roster cycle.
- (e) The minimum hours to be worked on a Saturday shall be four for Full-Time Employees and three for Part Time Employees.

### **19. Flexible Working Hours**

19.1 Flexible working hours is defined as where an Employee is able to:

- (a) vary their start and finish times within the bandwidth;
- (b) accrue one flex day (7 hours) in each 4 week settlement period;
- (c) take flex leave at any time throughout the 4 week settlement period with management approval.

19.2 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:

- (a) A flexible working hours scheme in terms of this subclause may operate subject to operational requirements, as determined by the Employer.
- (b) Flexible working hours will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in paragraphs (k), (n) and (o) of this subclause, all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
- (d) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
- (f) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
- (g) Maximum hours of work on any day to be accredited as flex-time will be 10 hours, excluding breaks.
- (h) Lunch break - The standard lunch period shall be no less than ½ hour and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.
- (i) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
- (j) 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.
- (k) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clauses 17.2(m) and 17.2(p), additional hours are forfeited.

- (l) Any credit of hours outstanding on an Employee's last day of duty, is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (m) 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 is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flex leave.
- (n) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
  - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
  - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
  - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.
- (o) Flex leave - Subject to operational requirements:
  - (i) An Employee may use credit hours to take off one full day or two half days in a settlement period of 4 weeks.
  - (ii) Flex leave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
  - (iii) Flex leave may be taken on consecutive working days.
  - (iv) Absences on flex leave may be combined with other periods of authorised leave.
- (p) Banked days - If an Employee is unable to take flex leave in accordance with paragraph (o) of this subclause due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Secretary.

## 20. Shift Work

### 20.1 Introduction of Shift Work

- (a) The Employer may require new positions to be developed and undertaken as designated, regular, rostered ongoing Shift Work positions.
- (b) When the Employer intends to develop and advertise designated, regular, rostered, ongoing Shift Work positions, the Employer will consult with the Unions in accordance with clause 8 to discuss the needs of the business and how Shift Work will assist with that delivery.
- (c) It is agreed the development and addition of Shift Work positions will not result in the involuntary conversion or redundancy of existing roles.

- (d) Where there is a need to utilise a position for shift work other than as prescribed in this clause, the Parties may enter into a Local Arrangement in accordance with clause 10.
- (e) The provisions of this clause do not apply to Employees covered by Part B of this Award.
- (f) At the commencement of this Award, this provision only applies to Group IT Command Centre and the Cargo Movement Coordination Centre, subject to any variations agreed under paragraph 20.1(d).
- (g) This clause operates in place of clause 3.2 of the Transport Service of NSW (Port Botany Landside Improvement Scheme) Agreement 2014.

20.2 The hours of work provisions in clause 18 of this Award operate alongside the specific provisions of this clause and, in the case of inconsistency, the specific provisions of this clause will prevail.

### 20.3 Definitions

- (a) "Shift work" is work for which ordinary hours includes hours rostered outside the span of ordinary hours as set out in subclause 18.2; and
- (b) "Rostered Shift worker" is an employee who is required to work their ordinary hours on a permanent shift work roster.

### 20.4 Shift Definitions

- (a) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (b) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
- (c) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
- (d) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

### 20.5 Annualised Allowance

- (a) Following discussions, where the Employer and relevant Employee/s agree in writing, an annualised allowance is payable in lieu of the following elements of the predicted roster for the prospective year:
  - i. Hours of work
  - ii. Shift penalties
  - iii. Shift roster changes
  - iv. Overtime payments
- (b) The terms of the agreement will be set out in writing and include the amount of the allowance, and the basis for its calculation, and the period it will operate for.
- (c) The allowance will not result in the Employee being worse off overall than the Employee would otherwise be under the terms and conditions of the Award.
- (d) If the Employee's roster or pattern of hours of work changes during the period to which the allowance applies, the level of loading may be reviewed in consultation with the Employee - taking into account the payments arising under paragraph 20.4(a) - and the rate changed by the Employer to reflect the new circumstances.

- (e) The annualised allowance may be terminated by either the Employer or the Employee, following consultation, by giving at least 4 weeks' notice in advance of the next roster cycle, provided that a minimum total of 8 weeks notice is given.

#### 20.6 Hours of Work

- (a) Ordinary hours of work will be 35 per week, rostered over cycles of up to 8 weeks.
- (b) No Employees will be rostered to work shifts lengths less than 7 hours, 22 minutes (excluding unpaid meal breaks) or greater than 12 hours 10 minutes (including meal breaks).
- (c) Shift lengths will be consistent over the course of a roster.
- (d) Employees will not be required to work more than 4 consecutive 12 hour shifts (including meal breaks) in any 7 day period.
- (e) There will be a minimum of 9 rostered days off in every 4 week period arranged so that a minimum of 4 sets of 2 consecutive roster free days are granted.
- (f) Employees will be rostered off for a minimum of one weekend in every 4 weeks; or 3 weekends off in every 8 week cycle.

#### 20.7 Rest Breaks

- (a) Where an Employee works overtime after their rostered shift, they are entitled to a rest break of at least 10 hours (12 hours for Rail Safety Workers).
- (b) Where an Employee is directed to resume work without having a rest break provided for in clause 20.7(a), they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in paragraph 20.7(a).
- (c) Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 20.9.
- (d) If moving from an am to a pm shift or vice versa there will be a minimum rostered break of 24 hours.

#### 20.8 Breaks

- (a) Employees shall not be directed to work more than 5 hours from the commencement of a shift without having a minimum 30-minute unpaid meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.
- (b) If employees are directed to work more than 5 hours without a break they will be paid at double the ordinary rate of pay until a break is taken.

#### 20.9 Payment for Shift Work

- (a) Day shift is paid at the ordinary rate of pay.
- (b) Early morning shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (c) Afternoon shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (d) Night shift (on Monday to Friday) is at the ordinary rate of pay plus 15 per cent.
- (e) All ordinary time worked on a Saturday is at the rate of time and one half of the ordinary rate of pay.

- (f) All ordinary time worked on a Sunday is at the rate of double the ordinary rate of pay.
- (g) All ordinary time worked on a Public Holiday is at the rate of double and one half of the ordinary rate of pay. The Employee may elect, prior to working the public holiday, to be paid at the rate of time and one half of the ordinary rate of pay and a day off in lieu to be taken at a date mutually agreed between the employer and the employee within 12 months following the Public Holiday. The day off in lieu will be cashed out if not taken within 12 months of it being accrued.

#### 20.10 Leave Loading and Additional Annual Leave

- (a) Full-time Employees will be credited with 5 days' annual leave per annum in addition to the annual leave specified at 22.1(b) of the Award. This leave will accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (b) 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks' ordinary salary.
- (c) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

#### 20.11 Rosters

- (a) Rosters will be developed in accordance with the core rostering principles set out at subclause 20.12 below and will be subject to local level consultation prior to implementation.
- (b) There will a minimum of 11 hours (12 hours for Rail Safety Workers) between rostered shifts.
- (c) Rules for roster development will be developed at the local level with Employees and their representatives and should include provisions for the planning of leave, notification of availability and shift swaps.
- (d) The Employer will consult with affected Employees on the development of, and changes to, the roster.
- (e) Employees will be provided with a minimum of 3 months' notice (inclusive of the period of the roster cycle under development) of their shift arrangements. The parties acknowledge that longer notice - e.g. 6 months - is desirable.
- (f) Employees may mutually agree to exchange shifts subject to approval by management.
- (g) Where notice is given of a change in shift with less than 7 days' notice (but at least 48 hours' notice) any shift so worked will be paid at the rate of the previous shift where it would have attracted a higher shift penalty.
- (h) Where less than 48 hours' notice is given of a change in shift, the shift will be paid at overtime rates.

#### 20.12 Rostering Principles

- (a) All rosters shall be developed and implemented in accordance with the following principles:
  - i. the health and safety of employees;
  - ii. fatigue management obligations;
  - iii. operational and business requirements;

- iv. duty of care obligations;
- v. a fair and equitable distribution of the rostered work between Employees of like classification;
- vi. local level consultation with affected employees;
- vii. patterns of working which assist all employees with work/ life balance considerations; and
- viii. appropriate periods of notice of rosters and changes to shifts.

#### 20.13 Overtime

- (a) Overtime is all time worked in excess of the rostered shift length or the maximum ordinary hours of the roster cycle.
- (b) Payment of overtime will be made at the following rates:
  - i. Any overtime worked between midnight Sunday and midnight Saturday, will be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
  - ii. Any overtime work carried out on Sundays shall be paid for at the rate of double time.
  - iii. Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (c) Overtime is calculated on the Employee's base salary.
- (d) Overtime may be granted as Time in Lieu in accordance with clause 25.9 of the Award.
- (e) Payment for any period of overtime will not be made more than once.

#### 20.14 Minimum payments

- (a) Any Employee who attends for ordinary hours duty in accordance with instructions but is not required - whether the Employee has commenced the shift or not - shall be paid the rostered shift and relevant penalties unless at least 7 days' notice was given to the Employee personally that they were not required for duty.
- (b) If an employee is recalled to duty, clause 25.4 of the Award, except for paragraph (g) of subclause 25.4, applies.

### **21. Flexible Working Arrangements**

- 21.1 Flexible work arrangements may be agreed between the Employer and the Employee.
- 21.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
  - (a) Working from home.
  - (b) Changing from full-time to part-time employment on a temporary or permanent basis
  - (c) Job-sharing.
  - (d) Transition to retirement arrangements.
- 21.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.

- 21.4 The Employer will not unreasonably refuse an Employee's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.

## 22. Leave Provisions

### 22.1 Annual Leave

- (a) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944*.
- (b) Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- (c) An employee who takes unpaid adoption, maternity or parental leave in accordance with this Award, is entitled to take Annual leave on half pay at the same time.
- (d) Limits on accumulation and direction to take leave:
  - (i) Employees must take at least two weeks of annual leave every 12 months, and this shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
  - (ii) The minimum period of annual leave available to be granted shall be a quarter day.
  - (iii) Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the Employee.
- (e) Subparagraph 22.1(d)(i) will not apply if an Employee has accumulated annual leave for a special purpose approved by the Employer, for example, an overseas holiday.
- (f) Annual leave does not accrue during leave without pay, other than:
  - (i) military leave taken without pay when paid military leave entitlements are exhausted;
  - (ii) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
  - (iii) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
  - (iv) incapacity for which compensation is authorised under the *Workplace Injury Management and Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or
  - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (g) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (h) Annual leave loading
  - (i) Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
  - (ii) The annual leave loading shall be paid to Employees subject to the following conditions:
    - (A) The full entitlement to the loading on annual leave that an Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in



any year an Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.

- (B) In the event of no such absence occurring by 30 November of the following year, an Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
- (C) On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

## 22.2 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 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (c) During the first 4 months of employment, an Employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- (d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two consecutive days.
- (e) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to take 5 single days of total sick leave in any one year 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 annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Sick Leave - Workers Compensation
  - (i) Pending determination of a claim under the *Workers Compensation Act 1987*, on production of an acceptable medical certificate, an Employee shall be granted 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 annual leave or extended leave.
  - (ii) 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.
  - (iii) 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.

## 22.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a person identified in paragraph (c) of this clause is ill or requires care due to an unexpected emergency.

- (b) Employees will be entitled to Carer's Leave when:
- (i) their entitlements to Family and Community Service Leave is exhausted; and
  - (ii) they are responsible for the care and support of a category of person set in paragraph (c) of this clause.
- (c) Categories of people for which Carer's Leave can be obtained:
- Employees will be entitled to Carer's Leave for the care and support of an ill:
- (i) Family Member;
  - (ii) relative who is a member of the same household where, for the purposes of this definition:
    - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
    - (C) 'household' means a family group living in the same domestic dwelling.
- (d) Other forms of leave and carer's responsibilities
- An Employee may elect, with the Employer's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (e) The Employee shall, if required:
- (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
  - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

#### 22.4 Family and Community Service Leave

- (a) Employees will be granted paid Family and Community Service Leave (FACSL) in accordance with this clause.
- (b) FACSL 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 FACSL that an Employee will be granted at ordinary rates is:
- (i) two and a half days in the first 12 months of service; or

- (ii) five days in any period of two years after the first 12 months of service; or
  - (iii) one day for each completed year of service, less the total amount of any FACSLS already taken by the Employee, whichever is the greater.
- (d) If available FACSLS is exhausted, on the death of a Family Member or relative, additional paid FACSLS of up to 2 days will be granted on a discrete, per occasion basis to the Employee.

## 22.5 Extended Leave

### (a) General

Extended leave for Employees will accrue and be granted in accordance with section 68Q(2) of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014.

### (b) Extended Leave Entitlements

- (i) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
  - 44 working days at full pay, or
  - 88 working days at half pay, or
  - 22 working days at double pay.
- (ii) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (iii) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subparagraph (i) above on a pro rata basis of 4.4 working days per completed year of service.
- (iv) Employees 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.

## 22.6 Maternity Leave

### (a) General

- (i) Maternity leave is available to all female Employees to enable them to take care of their new born child, retain their position and return to work within a reasonable period of time after they have given birth.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

### (b) Paid Maternity Leave

Employees who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) fourteen weeks, or

- (ii) the period of maternity leave taken,  
whichever is the lesser period.  
Leave may be taken at full pay, half pay or as a lump sum.
- (c) Unpaid Maternity Leave
  - (i) Pregnant Employees are entitled to maternity leave:
    - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
    - (B) for a further period ending not more than 12 months after the date of giving birth.
  - (ii) Employees who take maternity leave may reach agreement with the Employer to also take leave after the date of birth:
    - (A) part-time for a period not exceeding two years; or
    - (B) partly full-time and partly part-time over a proportionate period of up to two years.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.
- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

#### 22.7 Adoption and Altruistic Surrogacy Leave

- (a) General
  - (i) Employees are entitled to adoption or altruistic surrogacy leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the *Surrogacy Act 2010*.
  - (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.
  - (iii) Altruistic Surrogacy Leave commences on the date that the Employee assumes the role of primary caregiver of the child.

- (b) Paid Adoption and Altruistic Surrogacy Leave

Employees who have completed at least 40 weeks continuous service prior to the commencement of adoption or altruistic surrogacy leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of adoption or altruistic surrogacy leave taken,  
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

- (c) Unpaid Adoption and Altruistic Surrogacy Leave
- (i) Employees are entitled to adoption or altruistic surrogacy leave for a maximum period of 12 months.
  - (ii) Employees who take adoption or altruistic surrogacy leave may also reach agreement with the Employer to also take leave:
    - (A) part-time for a period not exceeding two years; or
    - (B) partly full-time and partly part-time over a proportionate period of up to two years.
- (d) Special Adoption Leave
- An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.
- (e) Specific evidentiary requirements applicable to taking altruistic surrogacy leave:
- (i) Employees are to notify the Employer at least four months before the expected birth and provide a copy of the pre-conception surrogacy agreement, as provided for under the *Surrogacy Act 2010* (redacted as necessary to protect the privacy of non-employees);
  - (ii) At the time the employee assumes the role of primary carer the employee is to provide a statutory declaration advising that they are now the primary caregiver of the child and intend to make application for a parentage order as required under the *Surrogacy Act 2010*;
  - (iii) A copy of the parentage order application (redacted as necessary) is provided as soon as practicable after it is lodged; and
  - (iv) A copy of the parentage order (redacted as necessary) is provided as soon as practicable after it is granted.

## 22.8 Parental Leave

- (a) General
- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity, adoption or altruistic surrogacy leave to enable parents to share in the responsibility of caring for their young children.
  - (ii) Parental leave may commence at any time up to two years after the date of birth of a child; the date of placement of an adopted child; or the date that the employee assumes the role of primary caregiver of the child born to the Altruistic Surrogate.
  - (iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or altruistic surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in paragraph 22.8(b) 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.

(d) Paid Parental Leave

(i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:

(A) One week on full pay, or

(B) Two weeks on half pay.

(ii) The period of paid leave does not extend the current entitlement of leave in accordance with clause 22.8(a)(i) or (b) but is part of it.

(e) Taking of Parental Leave

Employees who take parental leave may reach agreement with the Employer to also take leave:

(i) part-time over a period not exceeding two years; or

(ii) partly full-time and partly part-time over a proportionate period of up to two years.

22.9 Annual and extended leave during maternity, adoption, altruistic surrogacy or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption, altruistic surrogacy or parental leave provided this does not extend the total period of such leave.

22.10 Subsequent maternity, adoption or altruistic surrogacy leave - pay rate

An Employee who commences a subsequent period of maternity, adoption, or altruistic surrogacy leave for another child within 24 months of commencing an initial period of maternity, adoption or altruistic surrogacy leave will be paid:

(a) at the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or

(b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or

(c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

22.11 Alternative Duties

If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

22.12 Return to work after Maternity, Adoption, Altruistic Surrogacy or Parental leave

(a) An Employee who has taken leave in accordance with subclauses 22.6, 22.7 or 22.8 may make a request to the Employer to:

(i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full-time basis) or 36 months (on a part time basis);

- (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 Employee in reconciling work and parental responsibilities.

- (b) The Employer shall consider a request under sub clause (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) An Employee has the right to his/her former position if she/he has taken leave in accordance with subclauses 22.6, 22.7, 22.8 or 22.12(a)(i) or part time work in accordance with subparagraph 22.12(a)(ii) and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (d) If the position occupied by the Employee immediately prior to the taking of leave in accordance with subclause 22.6, 22.7, 22.8 or 22.12(a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position.

#### 22.13 Out of Home Care Leave

- (a) Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- (b) Eligibility for a period of out of home care leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- (c) Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- (d) Out of Home Care leave commences at the date of placement of the child.
- (e) Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis as outlined in paragraph 22.12(b) above.

#### 22.14 Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Employer shall 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.
- (b) Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in paragraph 22.13(a) of this clause.
- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

#### 22.15 Purchased Leave

- (a) An Employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

- (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 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 12 month 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 12 month 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 12 month Purchased Leave Agreement period.
  - (ii) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
  - (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 and shift loadings.
  - (v) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
  - (vi) A higher duties payment will not be paid when purchased leave is being taken.
- (h) Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Union parties.

#### 22.16 Leave Without Pay

Where an Employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.

#### 22.17 Observance of Essential Religious and Cultural Obligations

Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:

- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

will be granted annual/extended leave, flex leave or LWOP to observe the obligations.



## 22.18 Study Leave without pay

Where an Employee is on study leave without pay and financial assistance is approved by the Employer for all or part of a 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.

## 22.19 Special Leave

Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
- (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
  - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the *Jury Act 1977* in respect of any such period.
  - (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977* in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
- (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
  - (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) NAIDOC Day - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.

- (g) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (h) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
  - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
  - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
  - (iii) up to 3 days Special Leave to attend an election training course.
- (i) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.
- (j) Retirement Seminar - Employees approaching retirement are entitled to 2 days' Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (k) Emergency Services
  - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
  - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
  - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
  - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the Employee is required to attend.
  - (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
  - (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.

#### 22.20 Leave for Matters Arising from Domestic and Family Violence

- (a) Employees have access to 10 days paid domestic and family violence leave per calendar year.
- (b) This leave is non-cumulative and able to be taken in part-days, single days, or consecutive days.
- (c) Leave is to be available for employees experiencing domestic and family violence, for purposes including:
  - i. seeking safe accommodation;
  - ii. attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;

- iii. attending court and other legal proceedings relating to their experience of domestic and family violence;
  - iv. organising alternative care or education arrangements for their children; or
  - v. other related purposes approved by the Employer.
- (d) The Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:
- i. an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
  - ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
  - iii. a medical certificate.
- (e) Personal information concerning Domestic and Family Violence will be kept confidential by the Employer. The Employer will only disclose information to other parties, such as the Police Force, where required by law.
- (f) The Employer will consider any request from an Employee experiencing Domestic and Family Violence for:
- i. changes to their hours of work;
  - ii. relocation to alternate locations should suitable work be available;
  - iii. changes to telephone, email and other contact details;
  - iv. changes to duties, should such changes be practical; and
  - v. any other reasonable measure to assist the employee.
- The approval of such requests will be at the Employer's discretion but will not be unreasonably refused.
- (g) This leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- (h) The leave entitlement can be accessed by Temporary and part-time employees on a pro-rata basis.

### **23. Public Holidays**

23.1 Employees are entitled, without loss of pay, to the following standard public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;

- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) and an additional day between Boxing Day and New Year's Day,  
and such other Local Holiday, public holiday/s or substitute day as ordered by the government from time to time.

23.2 Employees directed to work on public holidays are to be paid, excluding for overtime:

- (a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday;  
and
- (b) an additional day's pay at ordinary rates.

23.3 Where Employees are not required to work on a public holiday and where the holiday is due they shall receive payment of the monetary value of the day.

23.4 Employees are not entitled to a public holiday where it occurs under the following circumstances:

- (a) During approved leave of absence without pay exceeding one (1) month.
- (b) When an Employee covered by Part B is rostered to work and is absent without leave.
- (c) When an Employee is on strike or is suspended without pay.

23.5 Public holidays occurring during the taking of annual leave shall be treated as additional to the quantum of annual leave being taken.

23.6 An Employee required to work on a Local Holiday will be granted time off in lieu on an hour for hour basis for the time worked on the Local Holiday.

23.7 If a Local Holiday falls during the period of an Employee's absence on leave, the Employee is not entitled to the holiday.

## 24. Transfer Allowances

24.1 General

Where an Employee has been appointed, transferred at the initiative of the Employer or redeployed in to a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving in accordance with this clause. An Employee will be reimbursed as these expenses are incurred.

24.2 Pre-Location Visit

- (a) The Employer will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.

- (b) These costs include a maximum of three nights' accommodation, excluding travel time, hire car expenses if incurred, and all meals according to Schedule B. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by the Employer. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

#### 24.3 Removal Costs

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoor equipment such as play equipment, garden tools, portable Barbeque and small garden shed. The Employee's manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

#### 24.4 Storage

The Employer will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves into their new home. Subject to the relevant approval the Employer will reimburse the storage costs of certain effects for up to one year.

#### 24.5 Travel to New Location

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by the Employer. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In both instances the Employer will meet the costs associated with the driving of the motor vehicle. The Employer will meet all reasonable accommodation and meal costs incurred enroute to the new location.

#### 24.6 Temporary Accommodation

If the Employee is required to move out of their current home before they are due to leave for the new position the Employer will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to managerial approval and only in exceptional and unavoidable circumstances. The Employer will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

#### 24.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

#### 24.8 Permanent Accommodation

##### (a) Home Rental (Bond)

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

##### (b) Homeowner

- (i) If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order

to receive sale and purchasing assistance. Employees must sell their current property and purchase a new property at the new location within 12 months of the move.

- (ii) The following sales costs will be reimbursed:
  - (A) selling agent's commission, except for an unsuccessful auction;
  - (B) marketing costs;
  - (C) solicitor/conveyancer costs and disbursements;
  - (D) mortgage discharge or penalty exit fees up to a maximum of six months interest;
  - (E) if a solicitor/conveyancer is not engaged, the actual costs incurred with the sale of the dwelling; and
  - (F) if a selling agent is not engaged, expenses incurred in advertising up to a maximum of 10% of the Commission that would otherwise have been payable.
- (iii) The following purchase costs will be reimbursed:
  - (A) solicitors'/conveyancer professional costs and disbursements;
  - (B) valuation fees and stamp duty;
  - (C) if a solicitor/conveyancer is not engaged, expenses incurred in connection with settlement expenses;
  - (D) mortgage setup fees; and
  - (E) expenses incurred in relation to housing loan insurance, building inspection and pest inspection.
- (c) Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

## 25. Overtime

### 25.1 General

- (a) An Employee may be directed by the Employer to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (i) The Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
  - (ii) Any risk to the Employee's health and safety;
  - (iii) 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;
  - (iv) The notice (if any) given by the Employer regarding the working of the overtime, and by the Employee of their intention to refuse overtime; or
  - (v) Any other relevant matter.

- (b) Payment for overtime shall be made only where the Employee works directed overtime.
- (c) Any hours directed to be 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, shall be overtime and managed in accordance with the overtime provisions of the Award.
- (d) A manager may request an employee who works flexible working hours to work overtime where they want an employee to work more than 8 ordinary hours (excluding breaks) in any one day. Where an employee agrees to the request, such hours shall be paid as overtime.
- (e) For Employees working under a flexible working hours scheme:
  - (i) Where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue.
  - (ii) Where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (f) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

## 25.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 25.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

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

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

## 25.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2.1 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
  - (i) 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.
  - (ii) 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.
  - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
  - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) 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.

- (d) 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.
- (e) Rest Periods:
  - (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

#### 25.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When an Employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of 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 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.
- (e) 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.
- (f) 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.
- (g) This clause shall not apply in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside the Employee's ordinary hours of 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.

#### 25.5 On-Call (Stand-By) and On-Call Allowance

- (a) When required to be on call, an Employee shall be:
  - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
  - (ii) available outside of ordinary working hours;
  - (iii) able to be contacted immediately;



- (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
  - (v) in a fit state, free of alcohol or drugs, in accordance with the Transport for NSW Drug and Alcohol Policy, as amended from time to time.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in subclause 25.3, Overtime Rates shall apply to the time worked;
- (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

#### 25.6 Overtime Meal Breaks

- (a) 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.
- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) 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.

#### 25.7 Overtime Meal Allowances

- (a) Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours' notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 3 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- (b) Where the allowance payable under paragraph (a) above is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Employer shall approve payment of actual expenses incurred by the Employee.

#### 25.8 Rate of Payment for Overtime

An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Transport Service Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Transport Service Grade 8 plus \$1.00 per annum, unless the Employer approves payment for directed overtime at the Employee's salary or, where applicable, salary and allowance in the nature of salary.

#### 25.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with paragraph 25.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

### 25.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 19, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.
- (b) In the event that the Employer makes a determination in accordance with paragraph 25.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in subclause 25.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

## 26. Travelling Expenses

26.1 The Employee is to obtain an authorisation for all official travel prior to incurring any travel expense. All expenses authorised in writing will be paid by the Employer including, where applicable, the allowances in subclause 26.2.

### 26.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the NSW Department of Premier and Cabinet Circulars, and shown at Items 4 - 11 of Schedule B, for the following allowances:
  - (i) travel allowances (involving overnight stay);
  - (ii) meal allowances (not requiring overnight accommodation);
  - (iii) rates for use of private motor vehicles.
- (b) Payment of any actual expenses shall be subject to the production of receipts, unless the Employer is prepared to accept other evidence from the Employee.

### 26.3 Meal Allowances - Journeys not requiring Overnight Accommodation

#### (a) Eligibility

A meal allowance will be paid for travel on official business only when:

- (i) the Employee returns to their residence or headquarters on the same day;
- (ii) has the meal away from their residence or headquarters;
- (iii) the Employee incurs expenditure in obtaining the meal; and
- (iv) a break from work or travel of 30 minutes is taken to have the meal.

#### (b) Provided that:

- (i) Breakfast - the travel must have started before 6.00 am and at least one hour before the Employee's normal starting time.
- (ii) Lunch - a lunch meal allowance will only be paid when the Employee is required to travel a total distance on the day of at least 100 kilometres, and as a result, the meal is taken at a distance of at least 50 kilometres from the Employee's normal headquarters at the time of taking the normal lunch break.

- (iii) Employees, whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters, are not entitled to a lunch allowance.
- (iv) Dinner - An evening meal allowance will only be paid when the meal is eaten after 6.30 pm.

#### 26.4 Travel Allowance

- (a) An Employee who is required by the Employer to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal expenses (if not provided by the Employer) and incidental expenses as published from time to time by the NSW Department of Premier and Cabinet Circulars and as set out in Items 7 and 8 of Schedule B.
- (b) The Employer shall determine whether the Employee is to obtain overnight accommodation, taking into consideration the Employee's safety and whether the Employee is finishing work late or commencing work early.
- (c) As an alternative to these provisions, the Employer could make other arrangements by agreement with the Employee to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.
- (d) This clause does not apply to Employees who are on an Employee-initiated secondment.
- (e) When an Employee working from a temporary work location takes overnight accommodation, the Employee shall be entitled to claim the reimbursement of any expenses (including meal expenses) properly and reasonably incurred during the time spent at the temporary work location in excess of the allowance in paragraph (a) above.

#### 26.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under subclause 26.4 is not payable in respect of:
  - (i) Any period during which the Employee is at their residence at weekends or public holidays;
  - (ii) Any period of leave; or
  - (iii) Any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- (b) An Employee shall be entitled to an allowance under this clause, in the following circumstances:
  - (i) 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
  - (ii) 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.

#### 26.6 Compensatory Travel Leave/Payment

- (a) Employees are entitled to be paid ordinary-time payment or, if requested by the Employee and agreed by the Employer, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances:

- (i) Where travel is on a non-working day for time spent in travelling after 7.30 am;
- (ii) Where travel is on a working day for time spent in travelling before their normal commencing time or after their 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 Employees' 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;
- (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; or by ship on which meals and accommodation are provided.
- (b) Where Employees qualify for travel allowance or compensatory leave or ordinary time payment for official travel they shall be entitled to have any necessary waiting time treated as travelling time subject to the following condition:
- (i) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
- (A) where duty is performed on the day of such departure, any necessary waiting time from completion of such duty until departure shall be counted; and
- (B) where no duty is performed on that day of such departure, necessary waiting time after the Employee's normal commencing time until such departure shall be counted.
- (c) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.
- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Transport Service Grade 8, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Transport Service Grade 8, plus \$1.00 per annum, as adjusted from time to time.
- (e) An Employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
- (f) When an Employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.

- (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.

#### 26.7 Private Motor Vehicle Allowance

Where the Employer authorises an Employee to use their private motor vehicle for work the Employee shall be paid an allowance at the appropriate rate at Item 9, 10 or 11 of Schedule B, subject to the Employee bearing the cost of:

- (a) ordinary daily travel by private motor vehicle between the Employee's residence and normal work location, and
- (b) any distance travelled in a private capacity.

#### 26.8 Damage to Private Motor Vehicle Used for Work

- (a) Where an Employee is authorised to use their private vehicle for work and it is damaged while being used, any normal excess insurance charges prescribed by the insurer which are incurred shall be reimbursed by the Employer, provided:
  - (i) the damage is not due to gross negligence by the Employee; and
  - (ii) the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the Employee, the Employer shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:
  - (i) the damage was sustained on approved work activities; and
  - (ii) the costs cannot be met under the insurance policy due to the normal excess clauses.

### **27. Remote Locations Living Allowance**

27.1 An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

- (a) Indefinitely stationed and living in a remote area as defined in subclause 27.2 of this clause; or
- (b) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 27.2 of this clause.

27.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

- (a) Grade A allowances - the rate shown as Grade A in Item 14 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 27.2(b) and 27.2(c) of this subclause;
- (b) Grade B allowances - the rate shown as Grade B in Item 14 of Schedule B in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- (c) Grade C allowances - the rate shown as Item 14 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

- 27.3 The dependant rate for each grade is payable where the Employee has a dependant as defined and the Employee's dependant(s) resides within the area that attracts the remote area allowance and the Employee's spouse, if also employed in the Public Sector, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 27.4 For the purposes of this clause dependant is defined as:
- (a) the spouse of the Employee (including a de facto spouse);
  - (b) each child of the Employee aged eighteen years or under;
  - (c) each child of the Employee aged more than eighteen years but less than twenty six years who remains a student in full-time education or training at a recognised educational institution, or who is an apprentice; and
  - (d) any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.
- 27.5 Where Employees are in receipt of the remote location living allowance provided for in subclause 27.1 and work temporarily outside the areas listed in subclause 27.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- 27.6 Assistance to Employees Stationed in a Remote Area when travelling on Annual Leave:
- (a) An Employee who:
    - (i) is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Department of Premier and Cabinet; and
    - (ii) Proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 15 of Schedule B for the additional costs of travel. The use of the word dependant in Schedule B has the same meaning as in subclause 27.4.
  - (b) Allowances under this sub clause do not apply to Employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.
- 27.7 An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- (a) the Employee continues in employment; and
  - (b) the dependants continue to reside in the area specified; and
  - (c) military pay does not exceed the Employee's salary plus the remote locations living allowance.
- If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

## 28. Higher Grade

- 28.1 Employees who are authorised by the Employer to perform all the duties of a higher grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.

- 28.2 Where in any one period of higher duties of five consecutive days or more the Employee does not perform the whole of the duties of the higher graded position, the Employee will be paid a percentage as determined by the Employer of the minimum salary of the higher graded position. The Employer will advise the Employee of the percentage to be paid, and the basis for its calculation.

### **29. Salary Packaging**

- 29.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this award and/or any salary payable under an agreement made under s.68D(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- 29.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 29.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 29.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 29.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
  - (b) any administrative fees.
- 29.6 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
- (a) Superannuation Guarantee Contributions;
  - (b) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
  - (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

### **30. Work Health and Safety**

- 30.1 For the purposes of this clause, the following definitions shall apply:

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.

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.

- 30.2 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 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.
- 30.3 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*.
- 30.4 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## **PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE**

### **31. TOCs and TIOs**

- 31.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.
- 31.2 Hours of Work
- (a) Ordinary Hours  
The ordinary hours of work shall be 35 per week.
  - (b) Full-Time Employees
    - (i) Employees shall be continuous shift workers.
    - (ii) Other than Employees on probation, the ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute meal break and a 20 minute paid crib break.
    - (iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.
    - (iv) When rostered for shifts of 12 hours 10 minutes full-time Employees shall not be required to work more than three consecutive days in any seven day period.



- (c) Where Employees are rostered to work shifts of 12 hours 10 minutes:
- (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
  - (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 31.3.
  - (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 31.3.
- (d) Part Time Employees:
- (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
  - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
  - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with subclause 31.4.
- (e) Meal Breaks
- Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

### 31.3 Shiftwork

- (a) For the purposes of this subclause:
- (i) ‘Early morning shift’ shall mean those shifts commencing at or after 4.00am and before 6.00am.
  - (ii) ‘Day shift’ shall mean those shifts commencing at or after 6.00am and before 12 noon.
  - (iii) ‘Afternoon shift’ shall mean those shifts commencing at or after 12 noon and before 4.00pm.
  - (iv) ‘Night shift’ shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
- (i) Payment for day shift shall be at the ordinary rate of pay,

- (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
- (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
- (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
- (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
- (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
- (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

(c) Additional Annual Leave

Full-time Employees shall be credited with an additional 5 days recreational leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.

(d) Shift Rosters

- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (ii) Rosters will be made available at least 30 calendar days in advance.
- (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (iv) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

#### 31.4 Overtime Worked by TOCs and TIOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 70 hours per fortnightly pay period between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.

- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

### 31.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

## 32. TMC Shiftworkers Other Than TOCs and TIOs and Transport Commanders

32.1 This clause applies to TMC Shiftworkers who are Transport Spokespersons, Senior Transport Spokespersons, Senior Transport Information Managers and Transport Liaison Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

32.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

32.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours 22 minutes over 19 days per 4 week period. A rostered day off must not fall on a public holiday.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 32.4.

### 32.4 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

### 32.5 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

### 32.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B, Item 3.

Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.

- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B, Item 3.

### 33. Transport Commanders

33.1 This clause applies to TMC Transport Commanders. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

33.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

33.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 33.4.

33.4 Payment for Shift Work:

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

33.5 Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Employer. Rotating shifts shall rotate weekly commencing Friday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with the affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift in any period of three working weeks other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

### 33.6 Payment of Overtime

When not rostered on call, payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time, or double time and one half on a public holiday, until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance in accordance with Schedule B, Item 3, Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

### **34. TMC CBD Taskforce and Replacement Bus Transport Services Transport Liaison Managers, Emergency Bussing Managers and Digital Media Support Officers**

34.1 This clause applies to Transport Liaison Managers (TLMs), Emergency Bussing Managers (EBMs) and Digital Media Support Officers (DMSOs) dedicated to the CBD taskforce and Replacement Bus Transport Services. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

#### 34.2 Hours of Work

- (a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

- (b) Full-Time Employees

- (i) Employees shall be continuous shift workers.

- (ii) Ordinary hours of work shall be 140 hours worked over a 4 week roster cycle.
- (iii) Employees shall be rostered to work shifts lengths of, excluding unpaid meal breaks:
  - A. 11 hours, 40 minutes; or
  - B. 8 hours, 45 minutes; or
  - C. 7 hours, 22 minutes
- (iv) Shift lengths will be consistent over the course of a week.
- (v) Employees shall not be required to work more than:
  - (vi) 19 days over a four week cycle;
  - (vii) 5 days in any 7 day period;
  - (viii) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (ix) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that:
  - A. at least two sets of consecutive RFDs are granted; and
  - B. at least one of those sets falls on a weekend.
- (c) **Breaks Between Shifts**
  - (i) Employees shall be entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
    - A. 8 hours where they are rostered to work shifts less than 10 hours; or
    - B. 10 hours where they are rostered to work shifts of 10 hours or more.
  - (ii) Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break provided at subparagraph 34.2(c)(i), they will be paid at the relevant rate set out in subparagraph 34.2(c)(iii).
  - (iii) Where Employees have not observed a rest break provided for in subparagraph 34.2(c)(i) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in subparagraph 34.2(c)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 34.3.
- (d) **Part Time Employees:**
  - (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
  - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.

(iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with subclause 34.4.

(e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

34.3 Shiftwork

(a) For the purposes of this sub clause:

(i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.

(ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.

(iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.

(iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

(b) Payment for Shift Work

(i) Payment for day shift shall be at the ordinary rate of pay,

(ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,

(iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,

(iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.

(v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,

(vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,

(vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,

(viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.

(ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.

(x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.



- (c) Additional Annual Leave
- (i) Full-time Employees shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (ii) Rosters shall be made available at least 30 calendar days in advance.
- (iii) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (iv) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (v) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

#### 34.4 Overtime Worked by TLMs, EBMs and DMSOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 140 hours per 4 week cycle between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B, Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

#### 34.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.

- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

### **35. CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers**

35.1 This clause applies to CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

35.2 For the purpose of this clause:

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 6.00am.

"Day shifts" shall be those shifts commencing at or after 6.00 am and before noon.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 4.00pm.

35.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 140 hours worked over a 4 week roster cycle, between the hours of 4am and 11pm.
- (b) Employees shall be rostered to work shifts lengths of:
  - (i) 11 hours, 40 minutes; or
  - (ii) 8 hours, 45 minutes; or
  - (iii) 7 hours, 22 minutesexcluding unpaid meal breaks.
- (c) Shift lengths will be consistent over the course of a week.
- (d) Employees shall not be required to work more than:
  - (ii) 19 days over a four week cycle;
  - (iii) 5 days in any 7 day period;
  - (iv) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (e) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that at least two sets of consecutive RFDs are granted.
- (f) No Employee shall work more than five consecutive hours without a meal break of 30 minutes. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

35.4 Breaks Between Shifts

- (a) An Employee is entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
  - (i) 8 hours where they are rostered to work shifts less than 10 hours; or

- (ii) 10 hours where they are rostered to work shifts of 10 hours or more.
- (b) Where an Employee has not observed a rest break provided for in paragraph 35.4(a) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period specified in paragraph 35.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 35.5.

### 35.5 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.
- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- (e) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay.
- (g) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (h) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (i) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

### 35.6 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters shall be made available at least 30 calendar days in advance.
- (c) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (d) the Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (e) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater
- (f) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

### 35.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a four week cycle between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

### 35.8 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

**SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY****Part One**

Classification	Level	Current Rates	2.04% Effective 1-Jul-21
Transport Service Grade	Level 1A	54,282	55,389
	Level 1B	55,638	56,773
	Level 1C	56,996	58,159
	Level 1D	58,353	59,543
	Level 1E	59,710	60,928
Transport Service Grade 2	Level 2A	60,027	61,252
	Level 2B	61,529	62,784
	Level 2C	63,031	64,317
	Level 2D	64,532	65,848
	Level 2E	66,034	67,381
Transport Service Grade 3	Level 3A	66,416	67,771
	Level 3B	68,076	69,465
	Level 3C	69,735	71,158
	Level 3D	71,395	72,851
	Level 3E	73,056	74,546
Transport Service Grade 4	Level 4A	73,952	75,461
	Level 4B	75,802	77,348
	Level 4C	77,649	79,233
	Level 4D	79,499	81,121
	Level 4E	81,346	83,005
Transport Service Grade 5	Level 5A	83,402	85,103
	Level 5B	85,487	87,231
	Level 5C	87,572	89,358
	Level 5D	89,658	91,487
	Level 5E	91,744	93,616
Transport Service Grade 6	Level 6A	92,982	94,879
	Level 6B	95,307	97,251
	Level 6C	97,631	99,623
	Level 6D	99,955	101,994
	Level 6E	102,280	104,367
Transport Service Grade 7	Level 7A	103,965	106,086
	Level 7B	107,083	109,267
	Level 7C	110,202	112,450
	Level 7D	113,322	115,634
	Level 7E	116,441	118,816
Transport Service Grade 8	Level 8A	118,015	120,423
	Level 8B	121,555	124,035
	Level 8C	125,096	127,648
	Level 8D	128,635	131,259
	Level 8E	132,176	134,872
Transport Service Grade 9	Level 9A	135,898	138,670
	Level 9B	139,973	142,828
	Level 9C	144,049	146,988
	Level 9D	148,126	151,148
	Level 9E	152,204	155,309

^ In accordance with subclause 7.5(a) salaries will increase by 2.04% from the first full pay period on or after 1 July 2021.

**Part Two**

Classification	Level	Current Rates	2.04% Effective 1-Jul-21
Professional Engineer Grade A	Level 1	92,982	94,879
	Level 2	97,631	99,623
	Level 3	99,955	101,994
	Level 4	103,965	106,086
	Level 5	107,083	109,267
	Level 6	110,202	112,450
Professional Engineer Grade B	Level 1	113,322	115,634
	Level 2	118,015	120,423
	Level 3	123,084	125,595
	Level 4	128,210	130,825
	Level 5	132,176	134,872
Professional Engineer Grade C	Level 1	135,898	138,670
	Level 2	141,330	144,213
	Level 3	146,764	149,758
	Level 4	152,204	155,309

^ In accordance with 7.5(a) salaries will increase by 2.04% from the first full pay period on or after 1 July 2021.

**SCHEDULE B - ALLOWANCES AND EXPENSES**

Allowances and Expenses	Subject	Current Rates	Amount Effective 1-Jul-21
Item 1*	On Call (Rostered Day)	\$41.20	\$42.00
Item 2*	On Call (Non Rostered Day)	\$62.20	\$63.50
Item 3#	Overtime Meal	\$31.95	#
Item 4#	Breakfast Meal (no overnight stay)	\$28.70	#
Item 5#	Lunch Meal (no overnight stay)	\$31.95	#
Item 6#	Dinner Meal (no overnight stay)	\$55.05	#
Item 7#	Overnight Stay Away from Headquarters Allowance	Varies depending on location - see relevant NSW Department of Premier and Cabinet Circular	
Item 8#	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$20.40	#
Item 9#	Private use of Motor Vehicle - up to 1600 cc	72 cents per km	#
Item 10#	Private use of Motor Vehicle -between 1601cc and 2600cc	72 cents per km	#
Item 11#	Private use of Motor Vehicle - over 2600 cc	72 cents per km	#
Item 12*	Holder of St John's Ambulance	\$958.30	\$977.80
Item 13*	Holder of current occupational first aid certification issued within the previous three years and in charge of a First aid room in a workplace of 200 or more	\$1,439.20	\$1,468.60
Item 14#	Remote Location (with dependants) Grade A Grade B Grade C	\$2,156 pa \$2,860 pa \$3,819 pa	#
	Remote Location (without dependants) Grade A Grade B Grade C	\$1,505 pa \$2,005 pa \$2,675 pa	#

Item 15#	Remote Location Annual Leave Travel		
	By Private Vehicle	Appropriate casual rate up to maximum of 2850 kms less \$53.15	#
	Other Transport (with dependants)	Actual Reasonable expenses in excess of \$53.15 and up to \$356.05	#
	Other Transport (without dependants)	Actual Reasonable expenses in excess of \$52.10 and up to \$175.85	#
	Rail Travel	Actual rail fare less \$53.15	#

\*Subject to Award Increase/s, in accordance with 7.5(b).

# means amended in accordance with 7.5(c).

## SCHEDULE C - TRANSITIONAL ARRANGEMENTS

### 1. Transitional Arrangements

The transitional arrangements for each Transport Agency are shown in Tables 1-7 below.

Code X - Employees will transition across to the same or next higher incremental TfNSW salary level and will be eligible to progress to the next incremental TfNSW salary level on the anniversary of their appointment to the position.

Code Y - Employees will transition across to the same or next higher incremental TfNSW salary level and will retain their existing increment date for progression to the next TfNSW incremental salary level.

Code Z - Employees will continue to progress through the incremental salary range within their existing grade from their former agency until they reach the maximum increment point, whereupon they will be transitioned across to the maximum increment in the appropriate grade within the TfNSW classification structure and thereafter be paid by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

### 2. Personal Salaries - Code Z

Employees will continue to be afforded a personal salary and incremental salary progression until promoted to a position and receiving a higher rate of pay. The Employee's personal rate of pay and incremental salary range will also be subject to future Award increases.

### 3. Annual Award Increases

Employees who remain on the incremental salary range with their existing Grade from their former agency will continue to receive annual increases in accordance with the industrial instrument in force of the time of their transition.

Transitioning Employees will not be entitled to receive 2 award increases in rates of pay under separate industrial instruments during the same calendar year.

Employees who have received an increase in rates of pay under their former agency's Award or Enterprise Agreement during the first half of the year will not be transitioned across onto the Transport for NSW Classification Structure until the rates therein have also been increased during the same calendar year.

#### 4. Former RailCorp Employees

Employees who have progressed to the maximum salary within their former RailCorp Grade will transition across to the TfNSW Grade after 1 April 2013 at the maximum increment in the appropriate TfNSW grade and will thereafter retain their existing rate of pay by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Employees who have not yet progressed to the maximum incremental salary level within their former RailCorp Grade will continue to be employed within that Grade until they progress to the maximum incremental salary level at which time they will then transition across to the maximum increment in the appropriate TfNSW Grade and thereafter be paid by way of a personal salary.

Subject to the provisions of 3 above, after the RailCorp Enterprise Agreement expires on 31/3/2014, the rates of pay and incremental salary levels for these Employees will be subject to Award increases in rates of pay that apply to other Employees who are covered under the TfNSW classification structure.

#### 5. Former Maritime Employees

Former Maritime Employees will transition across to the appropriate TfNSW Grade after 1 July 2013 and will thereafter retain their existing rate of pay as a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Subject to the provisions of 3 above, after 1 July 2013 the Employee's personal rate of pay will also be subject to future Award increases in rates of pay that apply to other

**Table 1 - Rates of Pay, Equivalent Grades and Transitional Arrangements for DoT Employees Transitioning to Transport for NSW**

DoT Grade	DoT Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	DOT Increment Transitional Code
1	40,606	1	43,563	X
	42,023		43,563	X
	43,492		43,563	Y
	45,015		45,741	X
			46,830	
	47,919			
2	46,590			Z
	48,225			Z
	49,909			Z
	51,662			Z
3	53,466	2	48,175	Z
	55,338		49,379	Z
	57,271		50,584	Z
	59,277		51,788	Z
			52,993	
4	61,357	4	59,348	Z
	63,500		60,832	Z
	65,723		62,315	Z
	68,025		63,799	Z
			65,282	
5	70,494	6	74,620	X
	72,868		74,620	Y
	75,572		76,486	Y
	78,061		78,351	X
			80,217	
			82,082	
6	80,793	7	83,435	Y
	83,622		85,938	Y
	86,545		88,441	Y



	89,574		90,944 93,447	X
7	92,710 95,956 99,314 102,787	8	94,710 97,551 100,393 103,234 106,075	Y Y Y X
8	106,387 110,111  116,997 122,148	9	109,060 112,332 115,604 118,875 122,148	Z Z - Z -

**Table 2 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Roads and Traffic Authority Employees Transitioning to Transport for NSW**

RTA Grade	RTA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Increment Transitional Code
1	33,331 36,557 41,794	1	43,563 43,563 43,563 44,652 45,741 46,830 47,919	X X X
2	44,078 46,079 47,793	2	48,175 48,175 48,175 49,379 50,584 51,788 52,993	X X X
3	50,747 53,125  55,600	3	53,300 53,300 54,633 55,965 57,298 58,630	X Y  X
4	57,296 59,542 61,885	4	59,348 60,832 62,315 63,799 65,282	Y Y X
5	64,012 66,082 67,272			Z Z Z
6	68,748 70,835 73,153	5	66,933 68,606 70,279 71,953 73,626	 Y Y X
7	74,745 77,383 78,885	6	74,620 76,486 78,351 80,217 82,082	 Y Y X

8	82,121	7	83,435	Y
	85,456		85,938	Y
	88,124		88,441	X
			90,944	
			93,447	
9	92,178	8	94,710	Y
	94,826		97,551	Y
	99,093		100,393	X
			103,234	
			106,075	
10	101,594	9	109,060	X
	105,602		109,060	Y
	111,025		112,332	X
11	114,457		115,604	Y
			118,875	Y
	119,439		122,148	Y
	122,128		122,148	-

**Table 3 - Rates of Pay, Equivalent Grades and Transitional Arrangements for RTA Professional Engineers Transitioning to Transport for NSW**

RTA PROF. ENG Grade	RTA PROF. ENG. Salary \$ (No Annual Leave Loading)	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Engineers Increment Transitional Code
Engineer Level 1 Yrs. 1 - 3 (RTA USS 7)	74,746	A	74,620	-
	77,385		78,351	X
	78,887		78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121		83,435	Y
	85,454		85,938	Y
	88,123		88,441	-
Engineer Level 2 Yrs 1 1 - 3 (RTA USS 9)	92,176	B	90,944	-
	94,826		94,710	Y
	99,092		98,779	Y
			102,892	X
			106,075	
Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593	C	109,060	X
	105,600		109,060	Y
	111,024		113,421	Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456		117,782	Y
	119,439		122,148	-
	122,125		122,148	-

**Table 4 - Rates of Pay, Equivalent Grades and Transitional Arrangements for State Transit Authority Employees Transitioning to Transport for NSW**

STA Grade	STA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	STA Increment Transitional Code
1	42,190		43,563	Z
	43,947		44,652	Z
	45,327		45,741	Z
			46,830	
	47,100		47,919	Z
	48,293		47,919	Z
	49,672		47,919	-

2		2	48,175 49,349 50,484 51,788	Y X
	50,342 51,012			
3	51,867 53,078 53,906		52,993 52,993 52,993	Z Z -
4	54,929 56,291 57,756	3	53,300 54,633 55,965 57,298 58,630	X Y -
5	58,941 61,155 62,969	4	59,348 60,832 62,315 63,799 65,282	X Y
6	64,165 65,876 68,276	5	66,933 66,933 68,606 70,279 71,953 73,626	X X X
Special	69,463 73,016 76,606	6	74,620 74,620 76,486 78,351 80,217 82,082	X Y X
SO A	77,683 80,308 83,119 86,262 89,910	7	83,435 83,435 83,435 85,938 88,441 90,944 93,447	X X Y Y Y X
SO B	89,090 91,952 95,051 98,443 102,121	8	94,710 94,710 97,551 100,393 103,234 106,075	X X Y Y X
SO C	99,079 102,249 105,706 109,356 113,309	9	109,060 109,060 109,060 112,332 115,604 118,875 122,148	X X X Y X
SO D	109,830 113,353 117,129 121,420 126,067		109,060 112,332 115,604 118,875 122,148 122,148	Z Z Z Z - -

**Table 5 - Rates of Pay, Equivalent Grades, Incremental Progression and Transitional Arrangements for RailCorp Employees Transitioning to Transport for NSW**

RailCorp Grade	RailCorp Salary \$	Effective 1 April 2012	Effective 1 April 2013	Equivalent TfNSW Grade
1 Level 1 Level 2 Level 3 Level 4 Level 5	43,915	45,451	47,043	1
	44,806	46,374	47,998	
	45,772	47,373	49,032	
	46,635	48,267	49,957	
	47,472	49,133	50,854	
2 Level 1 Level 2 Level 3 Level 4 Level 5	50,834	52,613	54,456	3
	52,530	54,368	56,272	
	54,016	55,906	57,864	
	55,749	57,700	59,721	
	58,199	60,235	62,344	
3 Level 1 Level 2 Level 3 Level 4 Level 5	60,504	62,621	64,814	4
	62,336	64,517	66,776	
	63,657	65,884	68,191	
	65,400	67,688	70,058	
	66,967	69,310	71,737	
4 Level 1 Level 2 Level 3 Level 4 Level 5	68,909	71,320	73,817	6
	71,081	73,568	76,144	
	73,390	75,958	78,618	
	76,402	79,076	81,845	
	79,470	82,251	85,131	
5 Level 1 Level 2 Level 3 Level 4 Level 5	83,140	86,049	89,062	7
	86,786	89,823	92,968	
	89,688	92,827	96,077	
	92,696	95,940	99,299	
	95,899	99,255	102,730	
6 Level 1 Level 2 Level 3 Level 4 Level 5	99,436	102,916	106,519	8
	101,804	105,367	109,056	
	104,621	108,282	112,073	
	107,437	111,197	115,098	
	110,258	114,116	118,111	
7 Level 1 Level 2 Level 3 Level 4 Level 5	111,906	115,822	119,877	9
	114,678	118,691	122,846	
	117,465	121,576	125,832	
	120,266	124,475	128,833	
	123,123	127,432	131,893	

NB: All RailCorp Employees will transition to TfNSW under Code Z.

**Table 6 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Sydney Ferries Employees Transitioning to Transport for NSW**

Ferries Grade	Ferries Salary \$	Effective from 1 Jan 2012	Effective from 1 Jan 2013	TfNSW Grade	TfNSW Salary \$	Sydney Ferries Increment Transitional Code
1	40,271	41,680	43,139	1	43,563	Z
	41,947	43,415	44,935		43,563	Z
	43,265	44,779	46,346		45,741	Z
	44,957	46,530	48,159		46,830	Z
	46,097	47,710	49,380		47,919	Z
	47,414	49,073	50,791		47,919	-

2				2	48,175 49,379 50,584 50,584	X X
	48,053 48,693	49,735 50,397	51,476 52,161			
3	49,509 50,664 51,455	51,242 52,437 53,256	53,035 54,272 55,120		51,788 52,993 52,993	Z Z -
4	52,433 53,732 55,129	54,268 55,613 57,059	56,167 57,559 59,056	3	53,300 54,633 55,965 57,298 58,630	X X X
5	56,261 58,373 60,106	58,230 60,416 62,210	60,268 62,531 64,387	4	59,348 60,832 62,315 63,799 65,282	X X X
6	61,247 62,883 65,171	63,391 65,084 67,452	65,610 67,362 69,813	5	66,933 66,933 68,606 70,279 71,953 73,626	X X X
Special	66,304 69,698 73,122	68,625 72,137 75,681	71,027 74,662 78,330	6	74,620 74,620 76,486 78,351 80,217 82,082	X X X
SO A	74,151 76,656 79,341 82,340  85,823	76,746 79,339 82,118 85,222  88,827	79,432 82,116 84,992 88,205  91,936	7	83,435 83,435 83,435 85,938 88,441 90,944 93,447	X X X X X
SO B	85,040 87,771 90,729 93,967  97,479	88,016 90,843 93,905 97,256  100,891	91,097 94,023 97,192 100,660  104,422	8	94,710 94,710 94,710 97,551 100,393 103,234 106,075	X X X X X
SO C	94,573 97,600 100,899 104,386 108,158	97,883 101,016 104,430 108,040 111,944	101,309 104,552 108,085 111,821 115,862	9	109,060 109,060 109,060 109,060 112,332	X X X X X
SO D	104,838 108,201  111,803 115,899 120,334	108,507 111,988  115,716 119,955 124,546	112,305 115,908  119,766 124,153 128,905		109,060 112,332 115,604 118,875 122,148 122,148	Z Z Z - Z -

**Table 7 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Maritime Employees Transitioning to Transport for NSW**

Maritime Grade	Maritime Salary \$	Effective from 1 July 2012 \$	Equivalent TfNSW Grade \$
1	41,003	42,643	1
2	44,867	46,662	
3	52,094	54,178	
4	54,550	56,732	
5	58,654	61,000	
6	61,421	63,878	2
7	66,032	68,673	
8	69,145	71,911	3
9	74,332	77,305	4
10	77,840	80,954	5
11	83,680	87,027	
12	87,624	91,129	6
13	94,195	97,963	7
14	98,627	102,572	
15	106,021	110,262	8
16	111,011	115,451	9
17	119,322	124,095	

NB: All Maritime Employees will transition to TfNSW under Code Z. The Maritime rates above have been discounted from the enterprise agreement by 0.98668 to account for annual leave loading which is incorporated in the Maritime rates but paid separately in this Award.

D. SLOAN, *Commissioner*

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 141229 of 2021)

Before Commissioner Sloan

16 September 2021

### REVIEWED AWARD

#### Arrangement

#### PART A

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

#### PART B

#### MONETARY RATES

Table 1 - Salaries

### PART A

#### 1. Title

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

#### 2. Definitions

"Employee" means a person employed in ongoing, term, temporary, casual or other employment, or on secondment, in a Public Service agency under the provisions of the *Government Sector Employment Act 2013*, who is appointed to a role classified under this award.

"Service" means continuous service.

"Agency" means a Public Service agency, as listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Agency head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"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.

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

### 3. Salaries

- (a) The salary rates for employees on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part B, Monetary Rates.
- (b) An employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid at not less than the amount set out in Table 1 - Salaries, for Clerk General Scale Step 4.
- (c) An employee on the General Scale at 20 years of age is paid at not less than the amount set out in Table 1 - Salaries, for Clerk General Scale Step 5.
- (d) An employee on the General Scale at 21 years of age is paid at not less than the amount set out in Table 1 - Salaries, for Clerk General Scale Step 6.
- (e) Roles are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Industrial Relations Secretary.
- (f) An employee temporarily employed under the provisions of the *Government Sector Employment Act 2013* is paid the weekly equivalent of the annual salary prescribed in Table 1.
- (g) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B, Table 1, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.

### 4. Adjustment of Salaries

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

### 5. Promotion

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

### 6. Calculation of Service

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

- (a) Any period in respect of which an increment is refused in accordance with clause 14, Increments, of the *Government Sector Employment Regulation 2014*;
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under section 68 (Unsatisfactory performance of government sector employees) or section 69 (Misconduct - Public Service and other prescribed government sector employees) of the *Government Sector Employment Act 2013*.



## 7. Anti-Discrimination

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

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

## 8. Grievance and Dispute Settling Procedures

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

- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the agency head.
- (f) The agency head may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved, the agency head will 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 agency head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, agency and Industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

#### **9. Area, Incidence and Duration**

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

Employees are entitled to the conditions of employment provided by this award and by the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries 2021) Award* or any replacement awards, also apply to employees covered by this award, except where specifically varied by this award.

The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the *Crown Employees (Public Sector - Salaries 2021) Award* and any variation or replacement award.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Administrative and Clerical Officers - Salaries) Award* published 1 May 2020 (387 I.G. 1018), as varied.

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 17 September 2021.

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

**PART B**  
**MONETARY RATES**

**Table 1 - Salaries**

The salary rates are effective from the beginning of the first pay period to commence on or after 1 July 2021.

Administrative and Clerical Officer			
Classification and Grades	Common Salary Point	1.7.20 Per annum 0.3% \$	1.7.21 Per annum 2.04% \$
Clerks General Scale			
Clerks General Scale step 1	4	31460	32102
Clerks General Scale step 2	6	35702	36430
Clerks General Scale step 3 - 1st year of service or 18 years	7	37949	38723
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	43000	43877
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	45899	46835
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	49470	50479
Clerks General Scale step 7	20	50819	51856
Clerks General Scale step 8	23	52968	54049
Clerks General Scale step 9	25	53928	55028
Clerks General Scale step 10	28	55267	56394
Clerks General Scale step 11	32	57312	58481
Clerks General Scale step 12	36	59389	60601
Clerks General Scale step 13	40	61583	62839
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	-	64216	65526
Grade 1			
1st year of service	46	64973	66298
Thereafter	49	66882	68246
Grade 2			
1st year of service	52	68749	70151
Thereafter	55	70636	72077
Grade 3			
1st year of service	58	72635	74117
Thereafter	61	74827	76353
Grade 4			
1st year of service	64	77162	78736
Thereafter	67	79535	81158

Grade 5			
1st year of service	75	85744	87493
Thereafter	78	88449	90253
Grade 6			
1st year of service	82	91916	93791
Thereafter	85	94610	96540
Grade 7			
1st year of service	88	97443	99431
Thereafter	91	100356	102403
Grade 8			
1st year of service	95	104539	106672
Thereafter	98	107864	110064
Grade 9			
1st year of service	101	111077	113343
Thereafter	104	114201	116531
Grade 10			
1st year of service	108	118863	121288
Thereafter	111	122404	124901
Grade 11			
1st year of service	116	128473	131094
Thereafter	120	133920	136652
Grade 12			
1st year of service	126	142308	145211
Thereafter	130	148578	151609

D. SLOAN, *Commissioner*

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## CROWN EMPLOYEES (GENERAL ASSISTANTS IN SCHOOLS - DEPARTMENT OF EDUCATION) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 167156 of 2021)

Before Commissioner Sloan

30 August 2021

### REVIEWED AWARD

#### PART A

##### 1. Arrangement

###### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose of this Award
3.	Definitions
4.	Anti-Discrimination
5.	Rates of Pay
5A.	Payment during school vacations
6.	Hours
7.	Training and Development
8.	Dispute Resolution Procedures
9.	Duties as Directed
10.	Deduction of Union Membership Fees
11.	Entitlements for Short Term Temporary Employees
12.	No Further Claims
13.	Area, Incidence and Duration

###### PART B

###### MONETARY RATES

Table 1 - Rates of Pay

##### 2. Purpose of This Award

2.1 This award establishes the rates of pay of General Assistants.

##### 3. Definitions

3.1 "Act" means the *Government Sector Employment Act* 2013.

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

3.3 "General assistant" means a person employed as such in a government school by the Secretary under the Act. The primary purpose of the role is to perform a range of tasks relating to the routine maintenance

and upkeep of a Departmental school/grounds. The role may assist with the set-up and removal of furniture and equipment for school activities.

- 3.4 "Department" means the New South Wales Department of Education.
- 3.5 "Full-time general assistant" means a general assistant employed for 38 hours per week.
- 3.6 "Industrial Relations Commission" means the Industrial Relations Commission established by the New South Wales *Industrial Relations Act 1996*.
- 3.7 "Long term temporary general assistant" means a general assistant employed on a temporary basis, either full-time or part-time, under Section 43 of the Act, for a period in excess of one school term.
- 3.8 "Ongoing general assistant" means any general assistant employed on an ongoing basis, either full-time or part-time, under Section 43 of the Act.
- 3.9 "Part-time general assistant" means a general assistant who works up to 35.5 hours per week.
- 3.10 "Parties" means the Secretary of the Department of Education and the Association.
- 3.11 "Principal" means the principal of a Departmental school.
- 3.12 "School" means a Department school or other centre where instruction is provided by the Department and includes any place designated as part of, or as an annexe to, such school.
- 3.13 "Secretary" means the Secretary of the Department of Education.
- 3.14 "Short term temporary general assistant" means a general assistant employed on a temporary basis, either full-time or part-time, under Section 43 of the Act, for a period of one school term or less.

#### 4. Anti-Discrimination

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

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

### **5. Rates of Pay**

- 5.1 The rates of pay that apply to general assistants are set out in Table 1 - Rates of Pay of Part B, Monetary Rates.
- 5.2 Part-time general assistants who work 35.5 hours per week or less receive the relevant part-time rates of pay as set out in the said Table 1.
- 5.3 Short term temporary general assistants who work for one term or less receive a loaded rate of pay.
- 5.4 Long term temporary general assistants who work for more than one school term receive an unloaded rate of pay.
- 5.5 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation. An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement Award.

### **5a. Payment During School Vacations**

This clause applies to general assistants employed under Section 43(1)(b) of the *Government Sector Employment Act 2013*.

- 5A.1 When schools are in recess and employees are not required to work they will be paid half ordinary pay for the period of recess provided that they are continuously employed for the full school term immediately preceding and for the full school term immediately following the recess.

Provided that where an employee takes leave without pay, in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 exceeding five continuous days in a school term, the period of the school vacation next following such leave for which payment is made pursuant to this clause is reduced proportionately. A period of leave without pay of five continuous days or less will not lead to a reduction in award entitlement.

- 5A.2 Subclause 5A.1 does not apply in the first four weeks of the summer vacation whether or not the employee is receiving payment for recreation leave pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or when the employee is being paid for a public holiday.

### **6. Hours**

- 6.1 The ordinary hours of work for full-time general assistants are 38 per week and must be worked between the hours of 6.00 am and 6.00 pm Monday to Friday (inclusive) for eight hours per day on 19 days of each 20 day cycle.
- 6.2 A general assistant is credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, with pay, in each four weekly cycle of 20 working days.
- 6.3 A general assistant who has not worked, or is not regarded by reason of subclauses 6.6 and 6.7 of this clause as having worked a complete four week cycle, receives pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment on termination.
- 6.4 The general assistant's rostered day off duty prescribed in subclause 6.2 of this clause, is determined by mutual agreement between a general assistant and the principal of the school concerned. It may be taken on a rostered basis or accumulated and taken in the school vacation next occurring or such other method as may be agreed upon.

- 6.5 Once set the rostered day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the rostered day off is changed, another day is to be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- 6.6 A general assistant entitled to rostered days off duty in accordance with subclause 6.2 of this clause, continues to accumulate credit towards their rostered day off duty whilst on recreation, military, family and community service, study, special and sick leave. Where a general assistant's rostered day off duty falls during a period of sick leave, the general assistant's available sick leave is not debited for that day.
- 6.7 Where a general assistant is absent on extended leave and/or workers' compensation during a cycle and returns prior to or on the rostered day off, time absent during that cycle is regarded as accruing 0.4 of one hour as prescribed in subclause 6.2 for each day towards the next rostered day off (pro-rata for part of a day). A general assistant who is absent on extended leave and/or workers' compensation for a full cycle is not entitled to a rostered day off.
- 6.8 Part-time general assistants are not entitled to a rostered day off but have ordinary daily hours of 7.6 or pro-rata for part of a day.

### **7. Training and Development**

- 7.1 The Department confirms its commitment to training and development for general assistants.
- 7.2 Where required by the Department, general assistants will be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.
- 7.3 General assistants will be entitled to reimbursement of any necessary expenses, as determined by the Department, regarding travel, meals and accommodation in attending training and development activities.

### **8. Dispute Resolution Procedures**

- 8.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures apply.
- 8.1.1 Should any dispute, or question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal or supervisor as soon as practicable.
- 8.1.2 The principal or supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 8.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 8.1.4 Where the procedures in paragraph 8.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Executive Director, Employee Relations of the Department and the General Secretary of the Association. 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.
- 8.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.



### 9. Duties as Directed

- 9.1 The Secretary, delegate, nominee or representative may direct a general assistant to carry out such duties as are within the limits of the general assistant's skills, competence and training.
- 9.2 Any directions issued by the Secretary pursuant to subclause 9.1 of this clause must be consistent with the Secretary's responsibility to provide a safe, healthy working environment.

### 10. Deduction of Union Membership Fees

- 10.1 The Association must provide the employer with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 10.2 The Association must advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable must be provided to the employer at least one month in advance of the variation taking effect.
- 10.3 Subject to 10.1 and 10.2 above, the employer must deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- 10.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 10.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees are to be deducted on a fortnightly basis.
- 10.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### 11. Entitlements for Short Term Temporary Employees

- 11.1 Other than as described under subclauses 11.3, 11.4, 11.5 and 11.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.
- 11.2 As set out in subclause 5.3, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.
- 11.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 11.4 Short term temporary employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 11.4.1 The Secretary must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee because:
- (i) the employee or employee's spouse is pregnant; or
  - (ii) the employee is or has been immediately absent on parental leave.

The rights of the Secretary in relation to engagement and re-engagement of short term temporary employees are not affected, other than in accordance with this clause.

### 11.5 Personal Carers entitlement for short term temporary employees

11.5.1 Short term temporary 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 11.8.2 of the 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 11.5.4, and the notice requirements set out in 11.5.5.

11.5.2 The Secretary and the short term temporary employee must 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

11.5.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not to engage a short term temporary employee are otherwise not affected.

11.5.4 The short term temporary employee must, 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 Secretary 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 short term temporary employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

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

### 11.6 Bereavement entitlements for short term temporary employees

11.6.1 Short term temporary 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 Secretary).

11.6.2 The Secretary and the short term temporary employee must 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

11.6.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a short term temporary employee are otherwise not affected.

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

11.7 The entitlement in accordance with this clause is subject to:

11.7.1 the employee being responsible for the care and support of the person concerned; and

11.7.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) 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
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this 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.

## 12. No Further Claims

12.1 The no extra claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2021) Award applies to employees covered by this award.

## 13. Area, Incidence and Duration

13.1 This award applies to all General Assistants as defined in clause 3, Definitions above.

13.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (General Assistants in Schools - Department of Education) Award published 6 March 2020 (386 I.G. 1219), as varied.

13.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 August 2021.

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

13.5 Changes made to this award subsequent to it first being published on 6 March 2020 (386 I.G. 1219) have been incorporated into this award as part of the review.

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Effective from the beginning of the first pay period to commence on or after 1.7.21.

General Assistant		
Full-time Ongoing		\$
Junior	On employment	35,995
	After 12 months or at age 20	46,277
Adult	1st year	51,420
	2nd year	51,856
	3rd year	52,837
	4th year	54,049
	5th year	55,028
Part-time (Up to 35.5 HPW) Ongoing		
Junior	On employment	19.97
	After 12 months or at age 20	25.67
Adult		29.33
Full-time (38 HPW) Temporary		
Unloaded Junior	On employment	18.16
	After 12 months or at age 20	23.35
Adult		25.92
Loaded Junior	On employment	19.68
	After 12 months or at age 20	25.25
Adult		28.12
Part-time (Up to 35.5 HPW) Temporary		
Unloaded Junior	On employment	19.97
	After 12 months or at age 20	25.67
Adult		29.33
Loaded Junior	On employment	21.64
	After 12 months or at age 20	27.82
Adult		31.74

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES SYDNEY LIVING MUSEUMS (GARDENS - HORTICULTURE AND TRADES EMPLOYEES) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 180310 of 2021)

Before Commissioner Sloan

16 September 2021

### **REVIEWED AWARD**

#### **Arrangement**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Conditions of Employment
5.	Classification Standards
6.	Progression
7.	Appeals Mechanism
8.	Grievance and Dispute Handling Procedures
9.	Anti-Discrimination
10.	Deduction of Union Membership Fees
11.	Consultative Committee
12.	Area, Incidence and Duration

#### **PART B**

#### **MONETARY RATES**

Rates of Pay

#### **PART A**

#### **1. Title**

This Award will be known as the Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016.

#### **2. Definitions**

"Act" means the *Government Sector Employment Act 2013*.

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

"Broad Banded role" means a role whose grading, skills and range of duties extends beyond those defined for a single level and will occur in Levels 2 to 11 as determined by the Executive Director.

"Employee" means and includes all persons employed under the provisions of the *Government Sector Employment Act 2013* as varied.

"Executive Director" means the Executive Director of the Sydney Living Museums.

"Skills" means the appropriate qualifications, relevant experience/demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Executive Director.

### **3. Salaries**

The rates of pay for employees are set out in Part B - Monetary Rates, of this Award and are set in accordance with the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement award.

### **4. Conditions of Employment**

All employees are employed under the Act and conditions of employment will be in accordance with the Act and Government Sector Employment Regulation 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2021) Award.

### **5. Classification Standards**

5.1 For the purpose of this clause:

"Employee" means and includes employees as defined in clause 2 and special job creation and training program personnel.

"Supervision" means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of employees and volunteers.

5.2 A role falling within the scope of this Award will have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation.

5.3 The following classification levels will apply:

#### **Level 1**

Roles established at this level are to be used to accommodate employees employed for limited periods of time on special training programs. An employee assigned to a role established at Level 1 of this Award will:

- (a) work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) have as a minimum, basic communication skills and the ability required to:
  - (i) perform basic tasks, (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on the job training will be required; and
  - (ii) communicate with supervisors and other employees.
- (c) be prepared to undertake appropriate introductory and non-technical training.

**Level 2**

An employee assigned to a role established at Level 2 of this Award will:

- (a) work under general supervision and therefore will not be required to exercise individual judgement in following direction; and
- (b) have completed the TAFE Horticultural Skills 1 technical and the introductory non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the basic communication skills and other skills and relevant experience required to:
  - (i) perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools); and
  - (ii) communicate with supervisors and other employees; and/or
  - (iii) communicate non-technical information to the public.

**Level 3**

An employee assigned to a role established at Level 3 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) have completed the TAFE Horticultural Skills 2 technical training modules and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning and possess, if required, a current Class C driver's licence, so that they have the basic communication skills and other skills and relevant experience required to:
  - (i) perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as chainsaws, soil mixing and pasteurising equipment, tractors, vehicles up to two tonnes, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
  - (ii) communicate with supervisors and other employees; and/or
  - (iii) communicate non-technical information to the public.

**Level 4**

An employee assigned to a role established at Level 4 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or in routine security or law enforcement procedures; and
- (b) have completed the TAFE Horticultural Skills 3 technical and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and other skills and relevant experience required to:
  - (i) perform work processes at semi-trade level (such as construction, stonework, pesticide spraying, garden bed preparation); and/or
  - (ii) operate complex equipment requiring special licences or certificates (such as trucks over two tonnes, front-end loaders); and/or
  - (iii) perform routine security or law enforcement procedures (such as locking and unlocking of buildings, general ground patrol, cash escort); and

- (iv) communicate with supervisors and other employees and to pass on instructions to apprentices and/or to communicate non-technical information to the public.

### **Level 5**

An employee assigned to a role established at Level 5 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at trade level, or have the ability to undertake management of a stores area, or in routine security or law enforcement procedures; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning and possess the relevant licences, or have demonstrated experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience required to:
  - (i) perform trade level horticultural duties; and/or
  - (ii) maintain security or law enforcement in low risk areas; and/or
  - (iii) manage a store of a park or garden; and/or
  - (iv) perform visitor service duties; and/or
  - (v) supervise apprentices and volunteers; and
  - (vi) communicate with supervisors and other employees; and/or
  - (vii) assist in conducting a guided tour; and/or
  - (viii) communicate semi-technical information to the public.

### **Level 6**

The occupant of a role established at Level 6 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
  - (i) Perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
  - (ii) Implement conditions of entry and liaise with relevant outside bodies where the safety of people or property is at risk; and/or
  - (iii) Supervise apprentices, volunteers and/or other employees; and
  - (iv) Communicate with supervisors and other employees; and/or
  - (v) Conduct a guided tour; and/or
  - (vi) Communicate semi-technical information and specific property interpretation to the public.



**Level 7**

An employee assigned to a role established at Level 7 of this Award will:

- (a) work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
  - (i) manage a small specialist plant collection or work area (specialising in fields such as security or law enforcement procedures, interpretation, or recreation planning, management of a store of a large park or garden) as an individual or as the team leader of a small team of employees (normally less than 6 employees) supervising and training employees; and
  - (ii) be accountable for completion of work to agreed standards; and/or
  - (iii) solve technical problems of limited complexity; and
  - (iv) document and communicate technical data and information to other employees and/or the public;
  - (v) participate in the development of tours or talks in conjunction with other relevant employees;
  - (vi) present tours or talks to the public and/or specialist groups.

**Level 8**

An employee assigned to a role established at Level 8 of this Award will:

- (a) work independently on assigned specialist work and/or lead a work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a store of a large park or garden, so that they have the skills and relevant supervisory experience required to:
  - (i) manage a specialist garden or work area (specialising in fields such as security or law enforcement, interpretation, or recreation planning, manage a store in a large park or garden) as an individual or as the leader of a team of employees (normally more than 5 employees) supervising and training employees; and
  - (ii) be accountable for completion of work to agreed standards and/or
  - (iii) solve technical problems of some complexity; and
  - (iv) develop and present tours or talks as a representative of the organisation; and
  - (v) document and communicate technical data and information to fellow employees and/or the public.

**Level 9**

An employee assigned to a role established at Level 9 of this Award will:

- (a) work independently on assigned specialist work programs or projects or manage a small number (normally up to four) of work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
  - (i) manage works programs or projects; and
  - (ii) supervise employees; and
  - (iii) be accountable for completion of work to agreed standards, time frames and budgets; and
  - (iv) provide advice on technical matters and/or communicate technical information to the public; and fellow employees; and.
  - (v) develop and present specialist tours, talks or programs for the public and/or for outside groups/organisations.

**Level 10**

An employee assigned to a role established at Level 10 of this Award will:

- (a) work independently on assigned specialist work programs or projects or manage several (normally up to five or more) work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical, organisational and project co-ordination and well developed supervisory skills required to:
  - (i) manage works programs or projects; and
  - (ii) supervise employees; and
  - (iii) be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
  - (iv) provide advice on technical matters and/or communicate technical information to the public, fellow employees and outside specialist bodies.

**Level 11**

An employee assigned to a role established at Level 11 of this Award will:

- (a) work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and

- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical skills and knowledge and high level works organisation and management skills and relevant experience required to:
  - (i) manage major projects or programs, developing and co-ordinating works programs and schedules; and
  - (ii) supervise employees; and
  - (iii) be accountable for meeting agreed standards, time frames and budgets; and
  - (iv) provide advice on technical matters and/or communicate technical information to the public, peers, other employees and outside specialist bodies.

## **6. Progression**

- 6.1 Appointment to a vacant role, other than progression through broad-banded roles, will be by merit selection.
- 6.2 Progression through levels where there are broad-banded roles established within Levels 2 to 11, will be subject to satisfactory conduct and performance and the employee acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 6.3 The assessment of the suitability of an employee to progress to the next level within an established broad banded role will normally be undertaken one month prior to the anniversary of the employee's assignment to Year 2 salary rate of their current level. The employee may also make application for progression at any other time at the discretion of the Executive Director. The initial assessment will be made by the employee's supervisor and forwarded to the Executive Director or another member of the Executive for approval.
- 6.4 Progression from Year 1 to Year 2 within levels will be by way of an annual increment. It is subject to satisfactory conduct and performance, as certified by the employee's supervisor and approval by the Executive Director or the Executive Director's nominee. The assessment of the employee's suitability for incremental progression will normally be undertaken one month prior to the anniversary of their assignment to their current level. The employee must be promptly notified in writing by the Executive Director or the Executive Director's nominee of any decision to defer payment of an increment.
- 6.5 An employee will have the right of internal appeal to the Executive Director on progression matters through the established grievance procedures as set out in clause 7 - Appeals Mechanism.
- 6.6 Nothing in this clause will preclude an employee from exercising their right of an external appeal to the NSW Industrial Relations Commission.

## **7. Appeals Mechanism**

- 7.1 An employee of Sydney Living Museums will have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provision of this Award.
- 7.2 An employee must submit a written submission outlining their case to the Executive Director within twenty-eight (28) days of the decision being appealed.

- 7.3 The Executive Director will constitute an Appeals committee made up of one (1) management representative, one (1) relevant Public Service Association representative and one (1) peer who is acceptable to both Management and the Association.
- 7.4 The appeal must be heard within twenty-eight (28) days of it being lodged and the recommendation of the committee will be forwarded to the Executive Director.
- 7.5 The decision of the Executive Director will be forwarded to the employee concerned within seven (7) days of the appeal being heard.
- 7.6 The appeals mechanism will not cover matters that are dealt with by the NSW Industrial Relations Commission.

### **8. Grievance and Dispute Handling Procedures**

- 8.1 The aim of this Procedure is to ensure that, during the life of this Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level at which they occur in the workplace. For the purpose of this Procedure, industrial grievances are distinguished from a grievance dealt with under public sector grievance handling procedure (e.g. complaints or discrimination).
- 8.2 In the first instance, the employee/employees will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought.
- 8.3 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 Executive Director or delegate.
- 8.4 The immediate supervisor, or other appropriate employee will convene a meeting in order to resolve the grievance/dispute within 48 hours (two (2) working days), or as soon as practicable, of the matter being brought to attention.
- 8.5 If the matter remains unresolved, the matter will be further discussed by the employee/employees and, at their request, the appropriate union delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of step 8.4
- 8.6 If the matter remains unresolved and the employee/employees is/are union members, it should be discussed/ negotiated between representatives of the State Branch of the union(s) concerned, and relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- 8.7 A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps 8.2 to 8.5 above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act 1996*.
- 8.8 Where the issue in dispute relates to a change of work or management practice, the pre-existing practice will be allowed to continue until the issue has been finally resolved. Neither party will be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

### **9. Anti-Discrimination**

- 9.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 9.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3 Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because they have made or may make or have been involved in a complaint of unlawful discrimination or harassment.
- 9.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 9.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **10. Deduction of Union Membership Fees**

- (a) The Association will provide the Trust with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (b) The Association will advise the Trust of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable will be provided to the Trust at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Trust will deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Trust to make such deductions.
- (d) Monies so deducted from employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the Association and the Trust, all union membership fees will be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### 11. Consultative Committee

- 11.1 The Sydney Living Museums' Employee and Management Participation and Advisory Committee and the Joint Consultative Committee (JCC) will be used to monitor the implementation of this Award.
- 11.2 The Employee and Management Participation and Advisory Committee consists of, amongst other employees and management representatives, a representative of senior management and the Association delegate.

### 12. Area, Incidence and Duration

- 12.1 This Award will apply to Horticultural and Trades employees of the Sydney Living Museums in the Department of Premier and Cabinet.
- 12.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016 published 15 May 2020 (388 I.G. 272), as varied.
- 12.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021.
- 12.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2021.

Horticultural/Trades Officer	Existing Rates of Pay as at 01.07.20 Per Annum 0.3% \$	Rates of Pay as at the first full pay period on or after 01.07.21 Per Annum 2.04% \$
Level One	47,704	48,677
Level Two Year 1	52,968	54,049
Level Two Year thereafter	54,367	55,476
Level Three Year 1	56,312	57,461
Level Three Year thereafter	58,318	59,508
Level Four Year 1	60,454	61,687
Level Four Year thereafter	62,274	63,544
Level Five Year 1	64,478	65,793
Level Five Year thereafter	66,201	67,552
Level Six Year 1	68,057	69,445
Level Six Year thereafter	69,942	71,369
Level Seven Year 1	71,926	73,393
Level Seven Year thereafter	74,077	75,588
Level Eight Year 1	76,420	77,979
Level Eight Year thereafter	79,535	81,158

Level Nine Year 1	82,653	84,339
Level Nine Year thereafter	85,744	87,493
Level Ten Year 1	88,449	90,253
Level Ten Year thereafter	90,933	92,788
Level Eleven Year 1	98,423	100,431
Level Eleven Year thereafter	104,539	106,672

**Apprentice Gardeners will be paid a percentage of the rate of pay applicable to Level Five, year 1:**

Year One	=	45%
Year Two	=	60%
Year Three	=	75%
Year Four	=	85%

D. SLOAN, *Commissioner*

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## **CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE) REVIEWED AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 179047 of 2021)

Before Commissioner Sloan

15 September 2021

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Part-time Traineeships
9.	School-based Traineeships
10.	Wage Rates for Part-time and School-based Traineeships
11.	Grievance and Dispute Settling Procedures
12.	Anti-Discrimination
13.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Full-time Weekly Wage Rates

Table 2 - Hourly Wage Rates

Appendix A - Skill Levels

### **PART A**

#### **1. Title**

This award will be known as the Crown Employees (Public Service Training Wage) Reviewed Award 2008.

#### **2. Application**

- (a) This award applies to persons who are undertaking an approved traineeship and is to be read in conjunction with the *Government Sector Employment Act* 2013 and the *Government Sector Employment Regulation* 2014 and any relevant industrial instrument.



- (b) The terms and conditions of any relevant industrial instrument apply, except where inconsistent with this award.
- (c) This award does not apply to employees who were employed under any industrial instrument prior to the date of approval of a traineeship relevant to the agency, except where agreed upon between the agency head and the relevant union(s).
- (d) This award does not apply to the apprenticeship system.

### 3. Objective

The objective of this award is to assist with the establishment of a system of approved traineeships that provide nationally recognised training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long-term unemployed.

The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees.

This award does not replace the prescription of training requirements in any relevant industrial instrument.

### 4. Definitions

"Agency" means a Public Service agency, as listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Agency head" means a person who is the Secretary of a Department or the head of a Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Approved Traineeship" means a traineeship arrangement applicable to a group or class of employees or to an industry or sector of an industry or enterprise by agreement between the parties under the terms of this award. Approved traineeships include full-time, part-time and school-based traineeships and are defined by the provisions of the *Apprenticeship and Traineeship Act 2001*.

"Approved Training Course or Training Program" means the training course or training program identified in the Vocational Training Order of a recognised traineeship vocation.

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* or any successor legislation.

"Diploma Level Trainee" means a trainee undertaking a Diploma Level Traineeship under a Vocational Training Order. The trainee will work towards the gaining of a nationally recognised Diploma as identified in the relevant Industry Training Package. Trainees undertaking a Diploma Level Traineeship under the Vocational Training Order of Information Technology should have completed Certificates III and IV of the traineeship vocation of Information Technology before commencing a traineeship at Diploma Level. Trainees undertaking the Diploma Level Traineeship in Information Technology may also be known as Cadets.

"Parties to an Approved Traineeship" means the Industrial Relations Secretary, Secretary and the relevant union involved in the consultation, negotiation and agreement of an approved traineeship arrangement.

"Recognised Traineeship Vocation" means a vocation that is the subject of an order in force under section 5 of the *Apprenticeship and Traineeship Act 2001*.

"Relevant Industrial Instrument" means an award or enterprise agreement that applies to a trainee, or that would have applied but for the operation of this award. The definition also applies to a former industrial agreement or determination made pursuant to section 52 of the *Government Sector Employment Act 2013* or under any relevant provisions of the Act or its predecessors.

"Relevant Union" means a union which is party to a relevant industrial instrument and which is entitled to enrol the trainee as a member.

"School-based Trainee" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their Higher School Certificate or, where permitted, their School Certificate curriculum, and is endorsed by Training Services NSW and the New South Wales Board of Studies, Teaching and Educational Standards.

" Training" Services NSW" is the New South Wales Department of Education.

"Trainee" means an employee who is signatory to the training contract registered with Training Services NSW. The trainee is bound by the training contract and employed in terms of Part 4, Division 5, clause 43 of the *Government Sector Employment Act 2013*. The trainee is involved in paid work and structured training that may be on or off the job.

"Training" for the purposes of this award means training directed at the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem-solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level I and/or an Australian Qualification Framework Certificate Level II or above.

"Training Contract" means a contract made subject to the terms of this award between an agency head and the trainee for a traineeship which is registered with Training Services NSW, under the provisions of the *Apprenticeship and Traineeship Act 2001*. A training contract is made in accordance with the relevant Vocational Training Order and does not operate unless this condition is met.

"Training Plan" means a plan prepared in accordance with the relevant Vocational Training Order indicating the arrangements for the provision of training agreed to by the agency head and the registered training organisation, and the qualification to be awarded to the trainee. The training plan is lodged with the training contract and the application to establish the traineeship with Training Services NSW.

"Vocational Training Order" means an order in force under section 6 of the *Apprenticeship and Traineeship Act 2001* that sets out the terms and conditions of a recognised traineeship vocation. The Vocational Training Order includes details of the term, probationary period, qualifications and other training as appropriate. Training Services NSW must consult with the relevant union(s) before making a Vocational Training Order.

## 5. Training Conditions

- (a) The trainee must undertake an approved training course or training program prescribed in the training contract and training plan and outlined in the vocational training order or as notified to the trainee by Training Services NSW.
- (b) Prior to the commencement of the trainee, the relevant training contract, made in accordance with a relevant vocational training order, must be signed by the agency head and the trainee and lodged, with the training plan, for registration with Training Services NSW. If the training contract is not in a standard format, the trainee cannot commence until the training contract has been registered with Training Services NSW.
- (c) The agency head must ensure that the trainee is permitted to attend the approved course or program provided for in the training contract and training plan and must ensure that the trainee receives the appropriate on-the-job training.
- (d) The agency head must provide a level of supervision in accordance with the training contract and training plan during the traineeship period.
- (e) The agency head agrees that officers of Training Services NSW will monitor the training contract and training plan and that training records or workbooks may be utilised as part of this monitoring process.
- (f) Training is directed at the achievement of competencies as specified in the relevant vocational training order.

## 6. Employment Conditions

- (a)
- (i) A trainee is engaged as a full-time employee for a maximum of two years' duration, subject to a satisfactory probation period of up to one month that may be reduced at the discretion of the agency head.
  - (ii) A trainee/cadet undertaking a traineeship at Diploma Level is engaged as a full-time employee for a nominal period of 12 months, or until achievement of the relevant competencies that will qualify the trainee/cadet for specialist qualifications established at Diploma Level by the relevant training package.
  - (iii) By agreement in writing, and with the consent of Training Services NSW, the agency head and the trainee may vary the duration of the traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the vocational training order.
  - (iv) If the trainee completes the approved training course or training program earlier than the time specified in the training contract, then the traineeship may be concluded by mutual agreement by application to Training Services NSW under the provisions of the *Apprenticeship and Traineeship Act 2001*.
  - (v) Unless Training Services NSW otherwise directs, the maximum duration for a part-time traineeship is 36 months.
- (b) The training contract can only be terminated by application to Training Services NSW under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (c) The trainee will be permitted to be absent from work without loss of continuity of employment or wages to attend the training in accordance with the training contract and training plan.
- (d) If the employment of a trainee by an agency head is continued after the completion of the period, such period is counted as service for the purposes of any relevant industrial instrument or any other legislative entitlements.
- (e)
- (i) The training contract may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure that the training program is successfully completed.
  - (ii) A trainee is not to work overtime or shift work on their own unless consistent with the provisions of the relevant industrial instrument.
  - (iii) A trainee is not to work shift work unless the parties to an approved traineeship are satisfied that shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but, must average over the relevant period no less than the amount of training required for non-shift work trainees.
  - (iv) The trainee wage is the basis for the calculation of overtime or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to an approved traineeship. If the relevant industrial instrument makes specific provision for a trainee to be paid at a higher rate, then the higher rate applies.
- (f) All other terms and conditions of the relevant industrial instruments apply unless specifically varied by this award.
- (g) All conditions of employment applying to temporary employees under the *Government Sector Employment Act 2013*, other than those specified in this award, apply to trainees.

- (h) A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the agency on successful completion of the traineeship is not entitled to any severance payments.

## 7. Wages

- (a)
- (i) The weekly wages payable to trainees are as provided in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.
  - (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes an approved training course or training program as defined in this award.
  - (iii) The wage rates prescribed by this clause do not apply to complete trade level training covered by the apprenticeship system.
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2020. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  - (v) The rates in this award recognise the 2021 Fair Work Commission's Annual Wage Review Decision and are paid in settlement of any claim for increased wages should these Decisions be adopted for the purposes of this award under the *Industrial Relations Act 1996*.
  - (vi) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out at Part B - Monetary Rates of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.
- (b) Appendix A to Part B, Monetary Rates, sets out the general skill levels for traineeships. The determination of the appropriate skill level for each approved traineeship is based on the following criteria:
- (i) any agreement of the parties;
  - (ii) the nature of the industry;
  - (iii) the total training plan;
  - (iv) recognition that training can be undertaken in stages; and
  - (v) the exit skill level in the relevant industrial instrument contemplated by the training contract.
- If the parties disagree with such determination, any party to the award may seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.
- (c) For the purposes of this award, "out of school" refers only to periods out of school beyond Year 10, and is deemed to:
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
  - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (iii) not include any period during a calendar year in which a year of schooling is completed;

- (iv) have effect on an anniversary date, being 1 January in every year.
- (d) For the purposes of this award, any person leaving school before completing Year 10 is deemed to have completed Year 10.
- (e) At the conclusion of the traineeship, this award ceases to apply to the employment of the trainee and the relevant industrial instrument applies to the former trainee.

### **8. Part-Time Traineeships**

- (a) Trainees who undertake traineeships on a part-time basis work less than full-time ordinary hours and undertake the approved training course or training program at the same or lesser training time than a full-time trainee.
- (b) A part-time trainee receives, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award apply to part-time trainees except as specified in this clause.
- (c) A part-time trainee may, by agreement, transfer to a full-time traineeship position if one becomes available.
- (d) The minimum daily engagement periods specified in the relevant industrial instrument are also applicable to part-time trainees.

If there is no provision for a minimum daily engagement period in the relevant industrial instrument applying to part-time employees, then the minimum start is three continuous hours. By agreement, a part-time trainee may work a minimum start of two continuous hours, on two or more days per week, provided that:

- (i) a two-hour start is sought by the trainee to accommodate the trainee's personal circumstances; or
- (ii) the place of work is within a distance of five kilometres from the trainee's place of residence.

### **9. School-Based Traineeships**

- (a) School-based trainees undertake traineeships on a part-time basis in accordance with the requirement to balance their school and work commitments. The agency head must set hours of work consistent with the trainee's obligation to attend school.
- (b) School-based trainees are not required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the trainee's last HSC examination paper.
- (c) School-based trainees must not work on their own.
- (d) For the purposes of this award, a school-based trainee becomes either a full-time or part-time trainee as at 1 January of the year following the year in which they ceased to be a school student.

### **10. Wage Rates for Part-Time and School-Based Trainees**

#### Weekly Wage Rates

- (a) The wage rate calculation is based on the full-time wage rate varied by the amount of training and/or the amount of work over the period of the training contract. The formula is:

$$\text{Weekly Wage} = \frac{\text{Full-time wage rate} \times (\text{trainee hours} - \text{average weekly training time})}{28}$$

Note: 28 in the above average formula represents 35 ordinary full-time hours minus the average training time for full-time trainees (i.e. 20%). The formula will be adjusted if the relevant industrial instrument

specifies different ordinary full-time hours. For example, if the ordinary weekly hours are 38, 30.4 will replace 28.

- (b) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.
- (c) "Trainee hours" are the hours worked per week including the time spent in the approved course or program. For the purposes of this definition, the time spent in the approved course or program may be taken as an average for that particular year of the traineeship.
- (d) "Average weekly training time" is based upon the length of the traineeship specified in the training contract. The formula is:

$$\text{Average weekly training time} = \frac{7 \times 12}{\text{Length of the traineeship in months}}$$

Note 1: 7 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 35 per week. The formula will be adjusted if the relevant industrial instrument specifies different ordinary weekly hours. For example, where the ordinary weekly hours are 38, 7.6 will replace 7.

Note 2: The parties note that the training contract will require a trainee to be employed for sufficient hours to complete all requirements of the recognised traineeship vocation, including the on-the-job work component and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

Example of the calculation for the wage rate for a part-time traineeship:

A school student commences a traineeship in Year 10. The ordinary hours of work in the relevant industrial instrument are 35. The training contract specifies two years (24 months) as the length of the traineeship.

$$\text{Average weekly training time is therefore} \quad \frac{7 \times 12}{24} = 3.5 \text{ hours}$$

"Trainee hours" total 15 hours, made up of 11 hours work over two days of the week plus 1½ hours on-the-job training plus 2½ hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 10 is:

$$\frac{\$290.80 \times (15 - 3.5)}{28} = \$119.44 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

The wage rate varies when the student completes Year 10 and passes the anniversary date of 1 January the following year to begin Year 11 and/or if "trainee hours" changes.

### Hourly Wage Rates

Due to the variation in hours worked each week for some part-time trainees, especially school-based trainees, it may be appropriate to pay an hourly wage rate as provided in Table 2 - Hourly Wage Rates, of Part B, Monetary Rates. The hourly rates as set out in Table 2 are based on a 35-hour week. If the ordinary full-time weekly hours are not 35, the rate in the table should be multiplied by 35 and then divided by the ordinary full-time hours to obtain the correct hourly rate.

The hours for which payment is made are determined as follows:

- (a) Where the approved training for a traineeship (including a school-based traineeship) is provided off the job by a registered training organisation, for example, at school or at TAFE, these rates only apply to the total hours worked by the part-time trainee on the job.

- (b) Where the approved training is undertaken on the job or in a combination of on the job and off the job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full-time traineeship):
- (i) if the training is solely on the job, then the total hours on the job are multiplied by the applicable hourly rate, and then 20% is deducted.
  - (ii) if the training is partly on the job and partly off the job, then the total of all hours spent in work and training are multiplied by the applicable hourly rate, and then 20% is deducted.

Note: 20% is the Average Proportion of Time Spent in Approved Training which Has Been Taken Into Account in Setting the Wage Rates for Most Full-Time Traineeships.

### 11. Grievance and Dispute Settling Procedures

- (a) In general, matters relating to trainees are dealt with under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (b) In accordance with the grievance and dispute settling procedures, the trainee notifies the supervisor of the substance of any grievance or dispute and requests a meeting with the supervisor to discuss the matter and, if possible, states the remedy sought.

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 trainee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the agency head or delegate.

- (c) If no remedy is found, the trainee seeks further discussions and attempts to resolve the grievance or dispute at a higher level of authority, where appropriate.
- (d) Reasonable time limits must be allowed for discussion at each level of authority, having regard to the nature of the grievance or dispute.
- (e) At the conclusion of the discussion, the trainee must be provided with a response to their grievance or dispute if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (f) Any party to the traineeship can refer the matter to the New South Wales Vocational Training Tribunal under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (g) If no resolution can be found, any party to the grievance or dispute or their representatives may refer the matter to the Industrial Relations Commission of New South Wales.
- (h) The trainee may involve a representative, including a union, and the agency may be represented by more senior management or other appropriate person or body for the purposes of each procedure.
- (i) While the dispute procedure is being followed, normal work continues.

### 12. 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 identify, age and responsibilities as a carer.
- (b) It follows that, in fulfilling their obligations under clause 11, Grievance and Dispute Settling Procedures, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (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.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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

### 13. Area, Incidence and Duration

This award applies to all classes of trainees within organisations listed in Schedule 1 Public Service agencies of the *Government Sector Employment Act 2013*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Public Service Training Wage) Reviewed Award 2008 published 1 May 2020 (387 I.G. 992), as varied.

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 17 September 2021.

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



**PART B****MONETARY RATES****Table 1 - Full-Time Weekly Wage Rates (Effective from the first full pay period to commence on or after 1 July 2021)**

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

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	1.7.20 Per week 0.3% \$	1.7.21 Per week 2.04% \$
Trainee - Diploma Level	745.80	761.00
Skill Level A	1.7.20	1.7.21
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:	Per week 0.3% \$	Per week 2.04% \$
Highest Year of Schooling Completed		
Year 10		
School leaver	329.20	335.90
Plus 1 year out of school	362.90	370.30
Plus 2 years	435.10	444.00
Plus 3 years	507.40	517.80
Plus 4 years	588.70	600.70
Plus 5 years or more	673.40	687.10
Year 11		
School leaver	362.60	370.00
Plus 1 year out of school	435.10	444.00
Plus 2 years	507.40	517.80
Plus 3 years	588.70	600.70
Plus 4 years	673.40	687.10
Plus 5 years or more	673.40	687.10
Year 12		
School leaver	435.10	444.00
Plus 1 year out of school	507.40	517.80
Plus 2 years	588.70	600.70
Plus 3 years	673.40	687.10
Plus 4 years	673.40	687.10
Plus 5 years or more	673.40	687.10

Skill Level B	1.7.20	1.7.21
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:	Per week 0.3% \$	Per week 2.04% \$
Highest Year of Schooling Completed		
Year 10		
School leaver	329.20	335.90
Plus 1 year out of school	362.60	370.00
Plus 2 years	421.70	430.30
Plus 3 years	485.20	495.10
Plus 4 years	569.90	581.50
Plus 5 years or more	649.60	662.90
Year 11		
School leaver	362.80	370.20
Plus 1 year out of school	421.70	430.30
Plus 2 years	485.20	495.10
Plus 3 years	569.90	581.50
Plus 4 years	649.60	662.90
Plus 5 years or more	649.60	662.9
Year 12		
School leaver	421.70	430.30
Plus 1 year out of school	485.20	495.1
Plus 2 years	569.90	581.50
Plus 3 years	649.60	662.90
Plus 4 years	649.60	662.90
Plus 5 years or more	649.60	662.90
Skill Level C	1.7.20	1.7.21
Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:	Per week 0.3% \$	Per week 2.04% \$
Highest Year of Schooling Completed		
Year 10		
School leaver	329.20	335.90
Plus 1 year out of school	362.80	370.20
Plus 2 years	417.80	426.30
Plus 3 years	470.20	479.80
Plus 4 years	495.10	505.20
Plus 5 years or more	586.20	598.20
Year 11		
School leaver	362.80	370.20
Plus 1 year out of school	417.80	426.30
Plus 2 years	470.20	479.80
Plus 3 years	523.60	534.30
Plus 4 years	586.20	598.20
Plus 5 years or more	586.20	598.20
Year 12		
School leaver	417.80	426.30
Plus 1 year out of school	470.20	479.80
Plus 2 years	523.60	534.30
Plus 3 years	586.20	598.20
Plus 4 years	586.20	598.20
Plus 5 years or more	586.20	598.20
School-Based Traineeships -	1.7.20	1.7.21
	0.3%	2.04%
Year of Schooling		

School based traineeships Skill Levels A, B and C		
Year 11	329.20	335.90
Year 12	367.10	374.60

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

These rates should be read in conjunction with clause 10 of the Crown Employees (Public Service Training Wage) Reviewed Award

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	1.7.20 Per week 0.3% \$	1.7.21 Per week 2.04% \$
Trainee		
Diploma Level - part-time	26.58	27.12
Skill Level A	1.7.20	1.7.21
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:	Per week 0.3% \$	Per week 2.04% \$
Highest Year of Schooling Completed		
Year 10		
School leaver	11.84	12.08
Plus 1 year out of school	12.94	13.20
Plus 2 years	15.65	15.97
Plus 3 years	18.05	18.42
Plus 4 years	21.06	21.49
Plus 5 years or more	24.07	24.56
Year 11		
School leaver	12.94	13.20
Plus 1 year out of school	15.65	15.97
Plus 2 years	18.05	18.42
Plus 3 years	21.06	21.49
Plus 4 years	24.07	24.56
Plus 5 years or more	24.07	24.56
Year 12		
School leaver	15.65	15.97
Plus 1 year out of school	18.05	18.42
Plus 2 years	21.06	21.49
Plus 3 years	24.07	24.56
Plus 4 years	24.07	24.56
Plus 5 years or more	24.07	24.56

Skill Level B	1.7.20	1.7.21
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:	Per week 0.3% \$	Per week 2.04% \$
Highest Year of Schooling Completed		
Year 10		
School leaver	11.84	12.08
Plus 1 year out of school	12.94	13.20
Plus 2 years	15.04	15.35
Plus 3 years	17.35	17.70
Plus 4 years	20.46	20.88
Plus 5 years or more	23.17	23.64
Year 11		
School leaver	12.94	13.20
Plus 1 year out of school	15.04	15.35
Plus 2 years	17.35	17.70
Plus 3 years	20.46	20.88
Plus 4 years	23.17	23.64
Plus 5 years or more	23.17	23.64
Year 12		
School leaver	15.04	15.35
Plus 1 year out of school	17.35	17.70
Plus 2 years	20.46	20.88
Plus 3 years	23.17	23.64
Plus 4 years	23.17	23.64
Plus 5 years or more	23.17	23.64
Skill Level C	1.7.20	1.7.21
Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:	Per week 0.3% \$	Per week 2.04% \$
Highest Year of Schooling Completed		
Year 10		
School leaver	11.84	12.08
Plus 1 year out of school	12.94	13.20
Plus 2 years	14.94	15.24
Plus 3 years	16.85	17.19
Plus 4 years	18.66	19.04
Plus 5 years or more	20.96	21.39
Year 11		
School leaver	12.94	13.20
Plus 1 year out of school	14.94	15.24
Plus 2 years	16.85	17.19
Plus 3 years	18.66	19.04
Plus 4 years	20.96	21.39
Plus 5 years or more	20.96	21.39
Year 12		
School leaver	14.94	15.24
Plus 1 year out of school	16.85	17.19
Plus 2 years	18.66	19.04
Plus 3 years	20.96	21.39
Plus 4 years	20.96	21.39
Plus 5 years or more	20.96	21.39
	1.7.20	1.7.21

School Based Trainees	0.3%	2.04%
Wage Levels A, B and C		
Year 11	11.84	12.08
Year 12	12.94	13.20

D. SLOAN, *Commissioner*

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**SECURITY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 126649 of 2021)

Before Commissioner Sloan

30 August 2021

**REVIEWED AWARD****PART A****1. Award Title**

This award is the Security Industry (State) Award.

**2. Arrangement**

This award is arranged as follows:

## PART A

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement
3.	Relationship with Other Awards
4.	Where and to Whom the Award Applies
5.	Date the Award Starts
6.	Transitional Arrangements
7.	Definitions
8.	Types of Employment
8A.	Secure Employment Provisions
9.	Termination of Employment
10.	Employer and Employee Duties
11.	Wages
12.	Allowances
13.	Anti-Discrimination
14.	Procedure to Avoid Industrial Disputation
15.	Mixed Functions
16.	Payment of Wages
17.	Ordinary Time Hours of Work
18.	Broken Ordinary Time Shifts
19.	Paid Rostered Days Off Duty
20.	Rosters and Transfer of Employees
21.	Span Loadings - Ordinary Time Work
22.	Overtime
23.	Call Back
24.	Public Holidays
25.	Annual Leave
26.	Long Service Leave
27.	Personal Leave
28.	Parental Leave
29.	Jury Service
30.	Attendance at Repatriation Centres

31. Introduction of Change
32. Redundancy
33. Enterprise Flexibility Provisions
34. Deduction of Union Dues

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay Per 38 Hour Week

Table 2 - Other Rates and Allowances

#### APPENDIX A

Ordinary Time Hours of Work - Specified Site or Sites

#### APPENDIX B

Overtime Agreement

#### APPENDIX C

Ordinary Time Hours of Work - Specified  
Company/Employer

#### APPENDIX D

National Training Wage Provisions

### 3. Relationship with Other Awards

This Award will supersede all previous Awards or orders relating to the employment within its scope of all employees whether or not members of United Voice, but no right, obligation or liability accrued or incurred under any such previous Award or order will be affected hereby.

### 4. Where and to Whom the Award Applies

- 4.1 This award will apply in New South Wales only. This award will apply to the employment of employees, being members or not of United Voice, in respect of the employment by an employer of gatekeepers and all persons, employed in or in connection with the industry or industries of security or watching including persons employed in control rooms to monitor, respond to or act upon alarm systems excepting persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, and also excepting security officers employed in or in connection with a retail shop provided those security officers are directly employed by the retail shop; and also excluding the County of Yancowinna within the jurisdiction of the Security and Cleaning, &c. (State) Conciliation Committee; "and Excepting employees covered by the Zoological Parks Board of New South Wales Wages Employees' Award, 2006"
- 4.2 For the purpose of this clause, the jurisdiction of the Security and Cleaning, &c. (State) Conciliation Committee is as follows:

#### Section 1

Caretakers and cleaners employed in or in connection with anyplace of business, in schools of arts, literary institutes, lodge rooms (including buildings used for lodge meetings), museums, schools and caretakers and cleaners (as distinguished from groundsmen) in sports grounds, also caretakers and cleaners employed solely in connection with churches, caretakers and cleaners employed in the Botanic Gardens in the Sydney Domain, caretakers of racecourses, agricultural grounds and recreation grounds, and cleaners employed in cleaning buildings other than grand and public stands, stables and animal pavilions on racecourses, agricultural grounds and recreation grounds, cleaners in shops, office cleaners and caretakers, lift attendants, security guards, gatekeepers, caretakers and cleaners employed in and about Strata Title units and Company Title units and tea attendants excepting canteen workers, persons

within the present constitution rule of The Health Services Union and persons within the steel industry in the State, excluding the County of Yancowinna;

## Section 2

All persons employed in or in connection with the industry or industries of security or watching (in either case other than employees employed in a shop by the operator thereof during ordinary trading hours in areas intended for public access) and excepting also persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, but not excluding persons employed in control rooms to monitor, respond to or act upon alarm systems.

## Excepting

Lift attendants in hotels, clubs, boarding houses, restaurants, tea shops and oyster shops and in flats and residential chambers and establishments; Employees within the jurisdiction of the Milk Treatment, &c., and Distribution (State) Conciliation Committee, the Breweries, &c. (State) Conciliation Committee and the Cement Workers, &c. (State) Conciliation Committee; And excepting employees of - State Rail Authority of New South Wales; Urban Transit Authority of New South Wales; The Commissioner for Motor Transport; The Water Board; The Hunter District Water Board; South Maitland Railways Pty. Limited; The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, Metal Manufactures Limited, Australian Fertilisers Limited and Austral Standard Cables Proprietary Limited, at Port Kembla, including employees employed by Australian Fertilisers Limited on the bone-crushing and fertiliser-mixing and bagging plant at Granville; and in connection with the manufacture of acids, chemicals and fertilisers at Villawood; Blue Circle Southern Cement Limited; The Kandos Cement Company Limited; The Council of the City of Sydney and of shire and municipal councils; The Council of the City of Newcastle; The Sydney County Council; The Broken Hill Proprietary Company Limited at Newcastle; Australian Wire Industries Pty. Ltd. at its Sydney Wiremill; Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee; Australian Wire Industries Pty. Ltd. at its Newcastle Wiremill; The Australian Gas Light Company; The North Shore Gas Company Limited; Prospect Electricity; Electricity Commission of New South Wales; And excepting employees in or about coal mines north of Sydney, in or about coal mines in the South Coast District; And Excepting - Employees in or about metalliferous and limestone mines or in connection with mining for minerals other than coal or shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining treatment and reduction works; All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work; Persons employed in or by The United Dental Hospital of Sydney; Cleaners employed on the national ferries; Security guards employed by the Maritime Services Board of New South Wales on tugs, dredges, launches and motor boats and lighters; Gatekeepers under the control of the Department of Agriculture employed in tick quarantine areas of the State; And excepting employees within the jurisdiction of the following Conciliation Committees:

Race Clubs, &c., Employees (State);

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);

Cleaning Contractors' (State);

Tubemakers of Australia Limited, Newcastle;

Showground, &c., Employees (State);

Security Officers (Waterfront);

Sugar Workers (CSR Limited, Pymont);

County Councils (Electricity Undertakings) Employees;

Shortland County Council;



John Lysaght (Australia) Limited Newcastle;  
John Lysaght (Australia) Limited Unanderra;  
Australia Wire Industries Pty Ltd - Newcastle Ropery;  
Tubemakers of Australia Limited, Yennora;  
Club Employees (State);  
University Employees, &c. (State);  
Smelting and Fertiliser Manufacturing (Sulphide Corporation Pty  
Limited and Greenleaf Fertilisers Limited);  
Shoalhaven Scheme.

### 5. Date the Award Starts

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Security Industry (State) Award published 21 February 2020 (386 I.G. 620), as varied.

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 30 August 2021.

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

### 6. Transitional Arrangements

- 6.1 No permanent employee employed as at 27 August 1990 will suffer a reduction in his or her current entitlement to sick leave (i.e. a maximum of 90 hours per year) as a result of the introduction of this Award.
- 6.2 No existing permanent employee employed as at 18 September 1998 will be required to work broken shifts without the agreement of the employee concerned.

### 7. Definitions

#### 7.1 Classification Structure

7.1.1 Security Officer Grade 1 means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site/post,
- (c) as an employee stationed at an entrance and/or exit whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into and/or moving within premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform and including an area or door attendant or commissionaire in a commercial building;
- (d) to carry out crowd control duties;

- (e) a Security Officer Grade 1 may use electronic equipment such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may also provide escort for a person or persons carrying cash provided it is incidental to other Grade 1 duties, and may perform incidental duties which need not be of a security nature.

7.1.2 Security Officer Grade 2 means either:

- (a) an employee who is performing the duties of securing, watching, guarding and/or protecting, or cash collection and/or delivering as a part of their duties, as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate establishments or sites;
- (b) an employee who monitors and acts upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print -out and may be required to perform the duties of a Security Officer Grade 1; or
- (c) an employee who is required to monitor and act upon walk through electro-magnetic detectors; and/or monitor, interpret and act upon screen images using X-ray imaging equipment; or
- (d) where required by the employer, to control a dog used to assist the Security Officer to carry out the duties of watching, guarding or protecting persons and/or premises and/or property.

7.1.3 Security Officer Grade 3 means a person who in addition to performing the duties defined in Grade 2, monitors and acts upon intelligent building management systems terminating at a visual display unit or computerised printout that has the capacity for and requires data input from the security officer.

7.1.4 Security Officer Grade 4 means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties:

- (a) Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of Security Officers Grade 1, 2 or 3; operating or monitoring any medium of verbal communication.

7.1.5 Security Officer Grade 5 - means a person who, whilst in charge of a shift of one or more Security Officers Grade 4, which may include leading hands, carries out coordinating duties in addition to the normal duties of a Security Officer Grade 4. A person in receipt of the rate applying to this classification is not entitled to a leading hand allowance as provided in this award.

7.2 Relieving Security Officer means a permanent employee who is engaged primarily for the purpose of relieving at short notice any other rostered security officer of the employer and for whom a display of roster is not required and for whom only 24 hours' notice of change of shift must be given where practicable.

7.3 Seven Day Shift Worker means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.

7.4 Five Day Shift Worker means a person engaged to work shifts of ordinary time hours between 2200 Sunday and 2400 Friday inclusive. Subject to Clause 23 - Call Back, a five day shift worker may be requested, but may not be compelled to work on public holidays prescribed by this award.

- 7.5 Permanent Employee means a full-time or part-time employee engaged on an ongoing basis and paid by the week or fortnight, as the case may be.
- 7.6 Full-Time Employee means a permanent employee engaged to work an average of 38 hours per week.
- 7.7 Part-Time Employee is defined in 8.3.
- 7.8 Broken-Shift Employee means a full-time or part-time employee who is engaged to work ordinary time shifts which may include an unpaid break period, in accordance with the provisions of clause 18, Broken Ordinary Time Shifts.
- 7.9 Casual Employee means an employee engaged and paid as such.
- 7.10 Time Periods
- 7.10.1 One Hour's pay means one thirty-eighth of the weekly ordinary time rate provided for the employee's classification under Table 1 of Part B.
- 7.10.2 Day means the period from midnight to midnight (0000 to 2400).
- 7.10.3 Week means the period between 0000 on a Monday and 2400 on the following Sunday.
- 7.10.4 Weekday means a 24 hour period commencing at 0000 and falling between 0000 on Monday and 2400 on Friday.
- 7.10.5 Ordinary Time Shift means the whole period between the commencement and cessation of a period of ordinary time work, including any paid crib break/s and, in the case of broken-shift employees, including the unpaid break between the first part of a broken-shift and the second part of that broken-shift.
- 7.10.6 Day Span means any part of an ordinary time shift which is worked during the period between 0600 and 1800 on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.7 Night Span means any part of an ordinary time shift which is worked during the period before 0600 and/or the period after 1800, on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.8 Saturday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 and 2400 on a Saturday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.9 Sunday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 and 2400 on a Sunday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.10 Weekend Span means any part of an ordinary time shift which is worked during the 48 hour period between 0000 on Saturday and 2400 on Sunday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.11 Public Holiday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.12 Permanent Night Work means any work performed during a night span (as defined) over the whole period of a roster cycle in which more than two thirds of the employee's total

ordinary shifts include ordinary hours between 0000 and 0600, on any day of the week. However, in the case of a Relieving Security Officer (as defined in 7.2), the roster cycle for the purposes of this subclause means a complete pay period.

7.11 Union means United Voice.

7.12 Mixed Enterprise means an employer's enterprise carried on for the principal purpose of the production, treatment, distribution, or provision of articles, goods, merchandise, materials and services, and which enterprise employs categories of labour provided for by this award as an incidental or ancillary function of their business or enterprise.

7.13 Continuous Service

7.13.1 In calculating the twelve months' continuous service, the only absences counted as time worked are the following:

up to 152 ordinary working hours in a twelve month period because of sickness or accident;

long service leave that an employee takes under the relevant State long service leave legislation; and

annual leave.

7.13.2 Where a period of work is less than twelve months, the absences counted as time worked because of sickness or accident are calculated on a proportionate basis.

7.13.3 The following events do not break an employee's continuous service:

sick leave;

leave as the result of an accident;

leave lawfully granted by the employer; or

absence for a reasonable cause (the employee must prove that the leave was reasonable)

7.13.4 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.

7.13.5 Any other absence from work does not break continuity of service unless the employer notifies the employee within fourteen days of the employee returning to work after the absence. The employer must tell the employee in writing.

7.13.6 If an individual employee is absent, the employer must tell that employee by:

giving the notice to him or her personally; or

posting the notice to his or her last known address.

7.13.7 If a number of employees are absent because of collective action, the employer may tell them all by placing a notice in the place where the employer normally places general notices to employees. The employer must also send a copy of the notice to the Union on the same day.

7.13.8 It will also not break an employee's continuous service if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.

## 8. Types of Employment

8.1 Employees under this award must be engaged either as permanent (full-time or part-time) employees, or as casual employees.

### 8.2 Probationary Period

Employees engaged as permanent employees without any previous service with the employer may be engaged for a probationary period of up to three months. The employer and employee may agree in writing to reduce or exclude altogether the probationary period.

### 8.3 Part-time Employees

8.3.1 "Part-time Employee" means a permanent employee who is employed to work regularly a minimum of 20 ordinary hours and less than 38 ordinary hours per week.

8.3.2 An employee engaged on a part-time basis shall be entitled to payments in respect to all leave and public holidays, on a proportionate basis subject to the relevant provisions of this Award.

8.3.3 An employee who does not meet the definition of a part-time employee and who is not a full-time employee must be paid as a casual employee in accordance with subclause 11.2.

## 8A. Secure Employment Provisions

### (a) Objective of this Clause

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

### (b) Casual Conversion

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

(ii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee will, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions apply:
    - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
  - (ii) Any employer who engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
    - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
    - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this clause

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

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

## 9. Termination of Employment

### 9.1 Notice of Termination by Employer

- 9.1.1 In order to terminate the employment of a full-time or part-time employee the employer must give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 9.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 9.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 9.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 9.1.5 The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 9.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time must once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship must be counted as service in determining any future termination.
- 9.1.7 Continuous service is defined in 7.13.

## 9.2 Notice of Termination by an Employee

9.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

9.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

## 9.3 Time Off During Notice Period

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off must be taken at times that are convenient to the employee after consultation with the employer.

## 9.4 Extended Notice of Termination

9.4.1 Despite any other provisions of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding twelve months, such employee must be given three months' notice of the termination of employment. If the employer fails to give such notice in full:

- (a) the employee must be paid at the rate specified in clause 11, Wages, for the employee's ordinary classification for a period equal to the difference between three months and the period of the notice given, and
- (b) the period of notice required by this subclause to be given must be regarded as service with the employer for the purpose of the *Long Service Leave Act 1955* (NSW), the *Annual Holidays Act 1944* (NSW), or any Act amending or replacing either of those Acts.

9.4.2 Nothing in 9.4.1 affects the common law right of an employer in relation to summary dismissal of an employee.

## 9.5 Return of Equipment

On the termination of employment, an employee must return to the employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees. Where an employee fails to return any uniform, protective clothing or other items issued, the employer may deduct the monetary value of such uniform, clothing or other items from the employee's termination pay. Such deduction may only occur where prior authorisation in writing has been given by the said employee. Where the employer so requests an employee must sign such written authority upon engagement. Existing employees may be required to sign such an authority upon receipt of the next issue of uniform/clothing or other items.

# 10. Employer and Employee Duties

10.1 Employees covered by this award may be required by the employer to perform all work within their skill and competence including work which is incidental or peripheral to their main tasks or function.

10.2 If an employee wilfully or negligently damages or loses uniforms, protective clothing or equipment issued by the employer, the employer may require the employee to reimburse the employer for such damage or loss.

# 11. Wages

## 11.1 Permanent Employees

11.1.1 The minimum rate of pay for each classification is as set out in Table 1 of Part B.



11.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case of 2020. These adjustments may be offset against:

- (i) any equivalent over-award payment, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

### 11.1.3 Licencing

All employees engaged under this Award are required to hold a relevant licence in accordance with the *Security Industry Act 1997* (the "Act"). The rates of pay contained in Part B, Table 1 of this Award are inclusive of skills acquired in accordance with the provisions of the Act.

## 11.2 Casual Employees

11.2.1 A casual employee for working ordinary time must be paid one thirty-eighth of the award wage prescribed by this award for the class of work performed plus 15 per cent (calculated to the nearest whole cent).

11.2.2 In addition to the ordinary hourly rate prescribed at 11.2.1, span penalties and overtime penalties must be paid where appropriate.

11.2.3 In addition to the ordinary hourly rate prescribed in 11.2.1 a casual employee is entitled to be paid one-twelfth of the ordinary hourly rate as entitlement to pro-rata annual leave. This amount must be paid at the same time as prescribed for the payment of wages in clause 16, Payment of Wages. Provided that that time is no later than on a weekly or fortnightly basis (dependent upon the employers pay period).

## 11.3 Part-Time Employees

A part-time employee for working ordinary time must be paid per hour one thirty-eighth of the weekly rate prescribed by 11.1 for the classification in which the employee is engaged (calculated to the nearest whole cent), together with such span penalties and/or overtime penalties as may be applicable to the work performed.

## 12. Allowances

### 12.1 Travelling Expenses

When an employee is sent by the employer to work away from an employer's recognised place of business the employer must pay all travelling time from such place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer must pay travelling time to the place of business. An employee sent for duty to a place other than the regular place of duty or required by the employer to attend a court of inquiry in connection with employment must also be paid reasonable authorised expenses.

### 12.2 Uniforms

Where an employer requires an employee to wear a uniform, the employer must reimburse the employee for the cost of such uniform. This clause does not apply if the employer elects to provide the uniform at no cost to the employee. Employees will be required to provide their own black shoes.

### 12.3 Leading Hand Allowances

12.3.1 An employee other than a casual employee placed in charge of other employees must be paid, in addition to their ordinary wages, the rates as set out in Table 2 - Other Rates and Allowances, of Part B, plus an additional amount per week as set out in Table 2 for each employee exceeding twenty.

12.3.2 Where the employee concerned is a casual employee, the employee must be paid an amount for each shift worked equal to 1/5th of the amount as set out in Table 2.

#### 12.4 Relieving Officers

Despite any other provision of this award, where a permanent employee and an employer are in agreement, the employee may be appointed a Relieving Officer by the employer and must be paid an additional amount per week as set out in Table 2 for each week of employment. This amount must not be in substitution for any span, weekend or public holiday penalties nor in substitution for any overtime payment.

#### 12.5 First-Aid Allowance

##### 12.5.1

- (a) An employee who is required to hold an industrial qualification as a first-aid attendant and who is appointed by the employer to carry out the duties of a first-aid attendant will be paid an additional amount per week as set out in Table 2.
- (b) Where the employee is a casual employee, then such employee will be paid an additional amount for each shift worked equal to 1/5th of the amount as set out in Table 2.

#### 12.6 Gun Allowance

Where an employee is required by the employer to carry a firearm, the employee must be paid an additional amount per shift as set out in Table 2 with a maximum amount per week as set out in Table 2.

#### 12.7 Locomotion

12.7.1 Where an employee is required by the employer to use a motor cycle or other motor vehicle, and it is not provided and maintained by the employer, the employer must reimburse the employee for each shift worked an amount as set out in Table 2, plus the cost of fuel used on the employer's business.

12.7.2 An employee providing a bicycle for use in the employer's business must be paid for each shift worked an amount as set out in Table 2.

#### 12.8 Meal Allowance

12.8.1 An employee required to work in excess of one hour after completion of the employee's ordinary shift without being notified before the completion of the previous day or shift must be paid a meal allowance as set out in Table 2.

12.8.2 The employer must pay the employee a further meal allowance as set out in Table 2 on the completion of each additional four hours' overtime worked.

#### 12.9 Fares Allowance

Where an employee is required by the employer to work a broken shift (as defined), the employee must be paid an additional amount for each such broken shift worked as set out in Table 2.

#### 12.10 Overnight Expenses

Where a Security Officer is required, in the course of their work, to remain away from home overnight, they must be reimbursed by the employer for:

- 12.10.1 all reasonable expenses actually incurred for accommodation; and
- 12.10.2 an amount to cover the cost of dinner and breakfast as set out in Table 2.

- 12.10.3 The provisions of 12.10.2 do not apply if the employer supplies breakfast or dinner (as the case may be) at no cost to the employee.

#### 12.11 Aviation Security Allowance

- 12.11.1 An employee who performs Aviation Security must be paid an aviation allowance as set out in Part B, Table 2 - Other Rates and Allowances.
- 12.11.2 For the purpose of this clause, Aviation Security means the provision of security services including, but not limited to, passenger, goods and/or baggage security including checked baggage screening services, control room functions, guarding and controlling access to designated areas, and general security of persons, property and buildings at an airport within the scope of coverage of the *Aviation Transport Security Act 2004* (Cth) and its Regulations.
- 12.11.3 Aviation Security does not include traffic control (including kerbside traffic management), car parking services, or any other function for which a valid security license is not required.

### 13. Anti-Discrimination

- 13.1 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 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 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.
- 13.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an 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 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 pay to persons under the age of 21 years:
- 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.

### 14. Procedure to Avoid Industrial Disputation

Subject to the provisions of the *Industrial Relations Act 1996* grievances or disputes shall be dealt with in the following manner.

#### 14.1 Step 1

The employee(s) is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and stating the remedy sought. This meeting shall take place within one working day, where possible, if not within two working days of the issue arising (weekends and holidays excepted).

#### 14.2 Step 2

If agreement is not reached then the matter will be referred by the employer to a higher authority (where this exists) no later than one working day after the period stated in subclause 14.1 (weekends and holidays excepted). 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 (in writing or otherwise) for not implementing any proposed remedy.

#### 14.3 Normal Work

While the foregoing procedure is being followed normal work will continue.

#### 14.4 Step 3

If the matter is still not settled within a reasonable period of time it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.

#### 14.5 Representation

The employer may be represented by an industrial organisation of employers and the employee(s) is(are) entitled to be represented by United Voice, an industrial organisation of employees, for the purposes of each step of the procedure.

### **15. Mixed Functions**

15.1 An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification must be paid the higher rate for such day or shift.

15.2 However, where an employee is engaged for less than two hours on any one day or shift the employee must be paid the higher rate for the time so worked.

15.3 An employee who is required to perform work temporarily for which a lower rate is paid, must not suffer any reduction in wages whilst so employed. Work of less than one week's duration is temporary work.

### **16. Payment of Wages**

#### 16.1 Pay Period

The employer must pay wages and other moneys to employees either weekly or fortnightly, depending on the employer's pay period. The time of payment must not be more than seventy-two hours from the time when such wages become due and must not be later than Thursday in the week. An employer may pay in cash or by cheque or electronic funds transfer; provided that payment other than in cash does not remove the obligation to pay as prescribed by this clause.

#### 16.2 Pay Day

The employer must specify the day upon which wages will be paid, in accordance with 16.1, and any employee who is not paid on such day must be paid overtime rates for all time subsequently worked until payment is made. Where an employee is normally paid on the job or at the work site and the employee is rostered off duty on a day which coincides with pay day, then such employee must be paid no later than the working day immediately following pay day.

#### 16.3 Payment of Casual Employees

An employer may pay wages to casual employees at the time and place specified for permanent employees, that is, on a weekly or fortnightly basis depending on the employer's pay period.

#### 16.4 Errors in Payment

16.4.1 Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time will be waived provided that:

- (a) the employee has been paid the ordinary base rate of pay, and
- (b) any underpayment or error is corrected within 48 hours of notification by the employee to the pay office of the employer concerned.

16.4.2 Where such underpayment or error is not corrected within 48 hours then the employee is entitled to waiting time as provided for in 16.2.

16.4.3 In this subclause, "48 hours" means hours which fall Monday to Friday inclusive.

#### 16.5 Averaging of Hours Worked Across Roster Cycles

An employee who works normal hours according to a roster under which the number of hours worked in any particular pay period during the roster cycle are more or less than the average number of hours worked during all pay periods covered by the roster must be paid according to a weekly average of ordinary hours worked over the whole period of the roster cycle.

#### 16.6 Payment for Hours Actually Worked

In lieu of the averaging system prescribed in 16.5, an employer may, with the consent of the employee concerned, elect to pay that employee for the actual time worked in each pay period. However, once an employee has given consent to payment for hours worked, the employee cannot thereafter unilaterally withdraw that consent.

#### 16.7 Time and Wages Records

16.7.1 Each employer will keep a record or system from which can be readily ascertained the name and occupation of each employee, the hours worked each day (including the commencing and finishing time of each shift worked), and the wages and entitlements paid each pay period.

16.7.2 The time occupied by an employee in filling in any time record or cards or in the making of records will be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

16.7.3 The time and wages record will be open for inspection to a duly accredited union official in accordance with section 298 of the *Industrial Relations Act* 1996, during the usual office hours at the employer's office. Provided that an inspection shall not be demanded unless a branch official suspects that a breach of this Award has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

16.7.4 The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to a suspended breach of this Award.

### **17. Ordinary Time Hours of Work**

#### 17.1 Roster Cycles

17.1.1 Subject to 17.9 and subject to the exceptions hereinafter provided, the ordinary hours of work are an average of 38 per week to be worked on one of the following bases:

- (a) 76 hours within a roster cycle not exceeding fourteen consecutive days;
- (b) 114 hours within a roster cycle not exceeding twenty-one consecutive days;

- (c) 152 hours within a roster cycle not exceeding twenty-eight consecutive days;
- (d) 304 hours within a roster cycle not exceeding fifty-six consecutive days.

17.1.2 The ordinary hours prescribed in this clause must be worked in shifts of no more than ten consecutive hours with not more than one shift in any period of twenty-four hours. However, a new employee (other than a casual employee) on engagement may work up to three shifts as part of an initial training period. Such shifts must be paid for at the appropriate rate of pay prescribed by this award but must not form part of the normal roster cycle provided for in this clause. The normal roster cycle must commence on the fourth shift.

## 17.2 Shift Duration

Except as provided in 17.7, ordinary time shifts must be limited in duration to:

17.2.1 for casual employees - a minimum of 4 hours and a maximum of 8 hours;

17.2.2 for full-time employees - a minimum of 8 hours and a maximum of 10 hours;

17.2.3 for part-time employees - a minimum of 3 hours and a maximum of 10 hours.

## 17.3 Break Between Sequential Shifts

Each ordinary time shift must be separated from any subsequent ordinary time shift by a minimum break of not less than 8 hours nor less than the duration of the ordinary time work performed during the shift which immediately preceded the break.

## 17.4 Long Break Between Shifts

17.4.1 An employee is entitled to have no less than 4 separate breaks of not less than 48 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 72 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 48 continuous hours off work in each 21 day roster cycle.

17.4.2 An employee:

- (a) must not work more than 6 ordinary time shifts, and/or
- (b) must not work more than a total of 48 hours of ordinary time between the breaks prescribed in 17.4.1.

## 17.5 Shift Start/End Times

17.5.1 Except in the case of a broken shift, shifts must be continuous and an employee's commencing and ceasing times of ordinary hours of work must operate at the actual job or workstation.

However:

- (a) where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) company equipment (such as a gun, keys, car etc.) from a location other than the actual work site or sites, and
- (b) the collection and/or return of such equipment adds more than 15 minutes to the time which would otherwise be required for the employee to travel between the employee's normal work site or location and the employee's residence.

17.5.2 Then the commencing and ceasing times of ordinary work must operate from such point of collection and such point of return respectively

## 17.6 Crib Breaks

A paid crib break (or breaks) must be allowed on shifts of more than 4 hours. A crib time of not less than 20 minutes on an 8 hour shift and not less than 30 minutes on a 12 hour shift must be provided. The time must be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift where it is reasonably practicable to do so.

## 17.7 Enterprise Flexibility Arrangements - Ordinary Hours of Work

17.7.1 Despite any other provision of this award, but subject to this subclause, an employer and his/her employees may arrange ordinary working hours to exceed 10 but not to exceed 12 on any day. Such arrangements may be made:

- (a) by the employees employed at a specified site or sites, with the written agreement of all affected employees, or
- (b) by the employees of a specified employer/company, with the agreement by secret ballot of a majority of the employees of that employer/company to be affected by the arrangement.

17.7.2 If the employer seeks to reach an hours agreement permitted by 17.7.1 and the union has members employed at the particular workplace or employed by the particular company (as the case may be), the employer must inform the Union of its intention (no later than five days before the employer proposes to commence such an arrangement) and provide the union with an opportunity to take part in negotiations relating to the proposed arrangement.

17.7.3 Arrangements made pursuant to 17.7.1 are subject to:

proper health monitoring procedures being introduced;

suitable roster arrangements being made; and

proper supervision being provided.

17.7.4 Arrangements made pursuant to this subclause will continue in force unless rescinded by either party to the arrangement by the giving of seven days' notice. However, the arrangements may be varied at any time by the consent of the parties.

17.7.5 Documentation of hours arrangements: Arrangements made pursuant to paragraph 17.7.1 of this subclause will be committed to writing in the form set out:

17.7.5.1 in the case of specific site/s arrangements pursuant to subparagraph 17.7.1(a), in the form set out in Appendix A to this Award, or

17.7.5.2 in the case of specific employer/company arrangements pursuant to subparagraph 17.7.1(b), in the form set out in Appendix C to this Award.

17.8 Despite anything to the contrary in this award, the following time is ordinary working time for the purposes of this clause and must be paid for as such:

17.8.1 Time allowed as crib time under 17.6;

17.8.2 Time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer's premises).

17.8.3 Time spent attending a court on the employer's or employer's client's behalf in connection with any matter arising out of or in connection with the employee's duties.

17.8.4 Where an employee is required to use their own vehicle in the course of their employment and, at the request of the employer, is requested to fit the vehicle with any additional equipment or identifying markings, any time spent by the employee in the initial installation of equipment in their vehicle must be counted as time worked. Such installation takes place during ordinary business hours. Any further installation or replacement of equipment required by the employer to be done must similarly be counted as time worked. Where fitting of equipment or markings is required as a result of an employee changing vehicles, then such installation will only be counted as time worked if three years' service has elapsed since the initial installation.

17.8.5 Time spent at the direction of the employer attending initial firearms training or firearms refresher training courses.

#### 17.9 19 Day Month Arrangements

The following provisions apply where employees work their hours in accordance with 17.1.1(c) on the basis that they agree they will accrue 0.4 hours of 19 eight hour shifts towards a paid rostered day off during each cycle of twenty-eight consecutive days:

17.9.1 Paid rostered days off may be accumulated so as to allow up to five consecutive days to be taken off in each consecutive period of up to 20 weeks or such accumulation may be extended up to a maximum of 10 consecutive day;

17.9.2 An employee is entitled to no more than 12 such paid rostered days off in any 12 months of employment;

17.9.3 The option of implementing either a 19 day month or accrual of up to five days in 20 weeks or accrual of a maximum of 10 days is at the employer's discretion.

#### 17.10 9 ½ Day Fortnight Arrangements

Where employees work their hours in accordance with 17.1.1(a) on the basis that they agree they will be rostered off for a paid period of four hours (a half day) on one day as part of a roster cycle of 76 hours of work in 14 consecutive days, an employee is entitled to no more than 24 paid half days in any 12 months of consecutive employment.

#### 17.11 21 Day Work Cycles

Where employees work their hours in accordance with 17.1.1(b) on the basis that they agree they will work a roster cycle of 114 hours in 21 consecutive days so as to allow one complete shift to be taken as a paid rostered day off during each such roster cycle, an employee is entitled to no more than 17 such paid rostered days off in any 12 months of consecutive employment.

#### 17.12 General Provisions

The following provisions apply to employees and employers making agreement referred to in 17.9, 17.10 and 17.11:

17.12.1 Such agreement must be recorded in writing and must be recorded in the time and wages records kept in accordance with subclause 16.7. Where the employee is a member of the union and so requests, the union must be given an opportunity to represent the employee before an agreement is reached;

17.12.2 Each day or shift of paid leave taken (including paid rostered days off but excluding annual leave and long service leave) during any roster cycle must be regarded as a day or shift worked for accrual purposes.

17.12.3 Despite any other provision of this clause, on termination of employment an employee must be paid the value of any credits accrued from each day or shift worked in the roster



cycle towards the taking of paid rostered days off duty and such payment must be made at the rate of pay applicable on termination of employment

### **18. Broken Ordinary Time Shifts**

Employees other than casual employees may be required to work ordinary time shifts which include an unpaid break period. Provided that:

- 18.1 the second part of the broken shift ends no more than 14 hours after the start of the first part, and
- 18.2 the break is not less than 4 hours nor more than 6 hours, and
- 18.3 the employee is paid a Fares Allowance as provided under clause 12, Allowances, and
- 18.4 the total period of paid time worked during a broken shift is not less than 4 hours nor more than 8 hours, and
- 18.5 the whole period of any broken time shift (the first part plus the unpaid break plus the second part) is counted as a single shift for the purposes of the roster cycles and required breaks prescribed under clause 17 - Ordinary Time Hours of Work and clause 18 - Broken Ordinary Time Shifts.

### **19. Paid Rostered Days Off Duty**

#### **19.1 Rostering of Paid RDO's**

19.1.1 The employer and the employee should agree on the scheduling of an employee's paid rostered days off duty. Where agreement cannot be reached, the employer will determine the scheduling. An employee may accumulate up to ten paid rostered days off. The employer may schedule accumulated days off to suit the needs of the employer's business. However, the employer must give the employee at least four weeks' notice of the days on which accumulated days off will be taken.

19.1.2 Except as provided by 19.1.3, an employee must be advised by the employer at least four weeks in advance of the weekday which is to be the paid rostered day off duty.

19.1.3 The employer with the agreement of the majority of employees affected may substitute the day an employee is to be rostered off duty (as a paid rostered day off) for another day in the case of an emergency or to meet the requirements of a particular establishment.

19.1.4 An individual employee with the agreement of the employer may substitute the day such employee is rostered off duty (as a paid rostered day off) for another day.

#### **19.2 Paid Rostered Day Off Falling on a Public Holiday**

In the event of an employee's paid rostered day off falling on a Public Holiday, the employee and the employer should agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day will be determined by the employer.

#### **19.3 Work on Paid Rostered Day Off Duty**

Subject to 19.1, any employee required to work on their paid rostered day off must be paid in accordance with the provisions of clause 22 - Overtime, but, only where it is not possible to substitute another day for the rostered day off so worked.

#### **19.4 Sick Leave and Paid Rostered Days Off**

Employees are not eligible for sick leave in respect of absences on paid rostered days off as such absences are outside their ordinary hours of duty.

## 19.5 Annual Leave and Paid Rostered Days Off

There is no entitlement to a paid rostered day off during a period of annual leave as such days do not count as time worked for accrual purposes.

## 20. Rosters and Transfer of Employees

## 20.1 Notice

Employees (other than Relieving Officers and casual employees) must work their normal hours of work in accordance with a roster for which advance notice has been given. A Relieving Officer or casual employee may also, at the employer's discretion, work their normal hours of work in accordance with a roster for which advance notice has been given.

## 20.2 Display

The employer must, by legible notice displayed at a place accessible to the employees, notify employees who work their normal hours in accordance with a roster, of the commencing and ceasing times of their rostered hours of work. Such times, once notified, may not be changed without the payment of overtime, or by seven days' notice given in accordance with this subclause. However, by agreement between the employer and the employee less than seven days' notice may be substituted.

## 20.3 Transfer of an Employee in Response to A Client's Demand

Where the employer transfers an employee in response to the clients demand and that transfer results in a loss of income for the employee, the employee must have their income at the site from which the employee was transferred maintained for the period remaining in the roster cycle.

## 21. Span Loadings - Ordinary Time Work

21.1 The following additional loadings must be applied to the appropriate ordinary time rate in regard to any portion of an ordinary time shift which falls within the spans as defined in clause 7 - Definitions, whether or not the ordinary time shift starts before and/or ends after the defined span.

21.2 The span loading applies only to that part of the shift which is within the defined span, and does not apply to the part of the shift (if any) which falls outside the defined span.

21.3 The loadings to be applied are:

Span	Loading
Night Span (Normal)	21.7%
Night Span (Permanent Night Work)	30.0%
Saturday Span	50.0%
Sunday Span	100.0%
Public Holiday Span	150.0%

21.4 Span loadings must be paid for as worked. For example:

21.4.1 if an employee commences work at 1800 on Sunday and works through to 0600 on Monday then that employee is entitled to the Sunday Span loading (100.0%) for the first 6 hours of the shift and the appropriate Night Span loading (either 21.7% or 30.0%) for the remaining 6 hours.

21.4.2 if an employee commences work at 1700 on Monday and works through to 0100 on Tuesday then that employee is entitled to the appropriate Night Span loading (either 21.7% or 30.0%) for the 7 hours from 1800 to 0100, but not to any loading for the first hour worked.

21.5 The loadings prescribed in this clause apply in respect of ordinary hours of work only and apply to all employees including casual employees.

## 22. Overtime

### 22.1 Loading for Overtime

Subject to the provisions of 22.2, employees who are required to work overtime in addition to their ordinary time hours of work (as defined) must, in addition to the ordinary time rate provided for the employee's classification under Table 1 of Part B, be paid a loading equal to:

22.1.1 for overtime work performed during a weekday (as defined) or Saturday span (as defined), but excluding overtime work performed during a Public Holiday span (as defined), 50% of the ordinary time rate for the first two hours of overtime worked and 100% thereafter;

22.1.2 for all overtime work performed during a Sunday span (as defined), 100% of the ordinary time rate;

22.1.3 for all overtime work performed during a Public Holiday span (as defined), 150% of the ordinary time rate.

### 22.2 Appendix B - Agreements Voluntary Overtime

In lieu of the loading provided under 22.1, an employee may elect to work additional hours under an Appendix B agreement, subject to the following conditions:

22.2.1 Any such agreement must be committed to writing in the form set out in this award. Such agreement must have the written consent of the employer and the employee.

22.2.2 For all work performed under an Appendix B agreement the employee concerned must be paid at the rate of 150% of the rate of pay applicable for ordinary time worked on that day between the hours of 0600-1800.

22.2.3 No employee may work more than a total of 14 hours in any one day, including both overtime and ordinary time.

### 22.3 Calculation of Overtime Payments

In computing overtime payments, each day's work stands alone. The hourly rate is determined by dividing the appropriate weekly rate by 38, even in cases where an employee works more or less than 38 ordinary hours in a week.

### 22.4 Minimum Break

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least eight hours off duty between those times, must, subject to this subclause, be released after completion of such overtime until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such period off duty the employee must be paid at double ordinary time until released from duty for such period and such employee is then entitled to be absent until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence.

### 22.5 Non-Attendance of Other Employees

Where an employee does not attend for rostered duty with the required notice the employee on shift must agree to work up to 4 hours overtime to allow the employer to arrange for suitable relief subject to a maximum of 14 hours total time being worked in any one shift.

## 22.6

- (a) Subject to paragraph (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
  - (1) any risk to employee health and safety;
  - (2) the employee's personal circumstances including any family and carers responsibilities;
  - (3) the needs of the workplace or enterprise;
  - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (5) any other relevant matter.

**23. Call Back**

23.1 An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) must be paid a minimum number of hours as specified below:

23.1.1 where such attendance is required at the employer's premises for the purposes of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation Forms, Accident Reports, or Break/Entry Reports, the employee must be paid a minimum payment of two hours at the appropriate rate for each such attendance;

23.1.2 except as provided in 23.1.1, where such attendance is required at the employer's premises on a Monday through Saturday, the employee must be paid a minimum payment of three hours at the appropriate rate for each such attendance;

23.1.3 where any such attendance is required at the employer's premises on a Sunday the employee must be paid a minimum payment of four hours at the appropriate rate for each such attendance.

23.2 This clause does not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

**24. Public Holidays**

## 24.1 Specified Public Holidays

The days on which the following holidays are observed will be observed as public holidays under this award, namely:

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 and

any day which may hereafter be proclaimed a public holiday throughout the State; and

24.1.1 the first Monday in August of each year or such other day as is determined annually by mutual consent between an employer and an employee; or

24.1.2 where a day, other than the first Monday in August each year, is observed by the general body of employees in any establishment then such day may be substituted for the first Monday in August as a holiday for any employees in that establishment entitled to such day or additional day as a holiday under this award.

#### 24.2 Permanent Employees - Entitlement to Public Holidays

Permanent employees are entitled to the above holidays without loss of pay. However, a five-day shift worker (as defined) is only entitled to holidays that occur on Monday to Friday inclusive. An employer must not alter an employee's roster for the specific purpose of avoiding the entitlement which is provided under this subclause.

#### 24.3 Holidays Falling on a Day on which a Seven-Day Shift Worker is not Rostered to Work

24.3.1 Where a holiday occurs on the rostered day off of a seven-day shift worker (as defined), other than a rostered day given pursuant to the provisions of 17.9 and clause 19, Paid Rostered Days Off Duty, then if such employee is not required to work on that day the employer must pay the employee 8 hours' ordinary pay in respect of such day.

24.3.2 However, the employer may, in lieu of the payment of eight hours' ordinary pay prescribed in this subclause, add a day to the annual leave entitlement of the employee concerned. Any day or days added to an employee's entitlement to annual leave in accordance with this subclause must be the working day or working days immediately following the annual leave period to which the employee is entitled to under clause 25, Annual Leave.

24.3.3 Where the employment of a seven-day shift worker has been terminated and the employee thereby becomes entitled under Section 4 of the *Annual Holidays Act 1944* (New South Wales), to payment in lieu of an annual holiday, with respect to a period of employment, the employee is entitled also to an additional payment for each day accrued under this subclause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with the provisions of this subclause.

#### 24.4 Payment Where Employees Required to Work on a Public Holiday

Permanent and casual employees who are required to work ordinary time or overtime during the 24 hour period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday (whether or not that work commences before or ends after the specified span period) must be paid for all hours worked during the specified span at the rate of 150% in addition to the ordinary time rate provided for the employee's classification under Table 1 of Part B. This payment is to be in lieu of any payment which would have otherwise been required for those hours under the provisions of 24.2 or 24.3.

#### 24.5 Unauthorised Absence before or after a Public Holiday.

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee is not entitled to the payment for such holiday as is provided under 24.2.

### 25. Annual Leave

25.1 All employees are entitled to annual leave in accordance with the *Annual Holidays Act 1944* (NSW).

## 25.2 Additional Leave for Seven-Day Shift Workers

In addition to an annual holiday of four weeks provided by section 3 of the *Annual Holidays Act 1944* (New South Wales), a seven-day shift worker at the end of each year of employment is entitled to the additional leave as prescribed below:

25.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.

25.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.

25.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the *Annual Holidays Act 1944* (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.

## 25.3 Payment for Annual Leave

All employees must receive payment for annual leave periods calculated at whichever is the greater of:

25.3.1 The ordinary time rate provided for the employee's classification under Table 1 of Part B, together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively, plus a loading of 17.5%, or

25.3.2 The ordinary time rate increased by any night span and/or permanent night span rates and/or weekend span rates which would have been payable for ordinary time the employee would have worked if the employee had not been on annual leave (but not including any public holiday span rate payable in respect of a public holiday occurring during the annual leave which is a public holiday on which the employee would have worked an ordinary shift) together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively. An employee's roster must not be altered merely for the purpose of avoiding any benefit available to the employee under this provision.

25.3.3 Despite any other provision in this clause, no loading is payable to an employee who takes an annual holiday wholly or partly in advance. However, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with 25.3.1 or 25.3.2, applying the award rates of wages payable on that day. This provision applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.

## 25.4 Payment In Lieu of Annual Leave on Termination of Employment

Where the employment of a permanent employee is terminated for any reason by either party and at the time of such termination the employee has not been given and has not taken the whole of any annual leave to which the employee has become entitled (employees only become entitled to annual leave for each completed year of service), then the employee must be paid for all such untaken annual leave at the rate provided under 25.3. For an incomplete year of service employees are entitled to a payment of 1/12 of their ordinary earnings for that incomplete year of service, in lieu of annual leave.

## 25.5 Annual Leave Loading

An annual leave loading is incorporated into the provisions of 25.3 and 25.4, and no additional amount is payable in respect of Annual Leave Loading.

## 26. Long Service Leave

Employees employed under the provisions of this award are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (New South Wales).

## 27. Personal Leave

The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees.

### 27.1 Amount of Paid Personal Leave

27.1.1 Paid personal leave is available to an employee when he or she is absent due to:

personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

because of bereavement on the death of an immediate family or household member (bereavement leave).

27.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length of Time Worked for the Employer	Personal Leave (Hours)
less than 2 months	15.2
after 2 months to less than 4 months	22.8
after 4 months to less than 6 months	30.4
after 6 months to less than 8 months	38.0
after 8 months to less than 10 months	45.6
after 10 months	53.2
Each year thereafter	91.2

27.1.3 After the first year of service, in any year unused personal leave accrues by the lesser of:

- (a) 76 hours less the total amount of sick leave and carer's leave taken during the year.
- (b) the balance of the year's unused personal leave.

27.1.4 Payment for personal leave must be made at the ordinary time rate provided for the employee's classification under Table 1 of Part B.

### 27.2 Immediate Family or Household

27.2.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

a member of the employee's immediate family; or

a member of the employee's household.

27.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis;

- (b) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; and
- (c) child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or same sex partner of the employee.

### 27.3 Sick Leave

#### 27.3.1 Definition

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

#### 27.3.2 Entitlement

- (a) The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the employer and accrues as follows:

Length of Time Worked for the Employer	Rate of Accrual of Paid Sick Leave (Hours)
Less than 2 months	0
2 months to less than 4 months	7.6
4 months to less than 6 months	15.2
6 months to less than 8 months	22.8
8 months to less than 10 months	30.4
after 10 months	38
In the second and each subsequent year	76

- (b) Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

#### 27.3.3 Employee must give notice

- (a) Before taking sick leave, an employee must inform the employer as soon as possible and in any event prior to the start of shift, unless he or she has a good reason for not doing so.
- (b) The notice must include:
  - the nature of the injury or illness (if known); and
  - how long the employee expects to be away from work.
- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
- (d) Where an employee does not notify the employer of the employee's inability to attend for duty prior to the start of shift the employee is not entitled to payment for the first eight hours of such absence. However, in cases of accident or incapacity to notify, to receive payment for the absence the employee must provide reasonable proof that he/she was unable to attend for duty on account of incapacity or illness. An employee's entitlement to sick leave (see 27.3.2) must not be reduced as a consequence of the operation of this subclause.

#### 27.3.4 Evidence supporting claim

- (a) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.



- (b) The employer is not required to accept more than two statutory declarations for single day absences in any one year. Where a single day absence occurs before or after a public holiday or rostered day off the employee must supply a medical certificate.

#### 27.3.5 The effect of workers' compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

27.3.6 Despite anything contained in 27.1, a permanent employee suffering injury through an accident arising out of and in the course of such employee's employment (not being an injury in respect of which there is entitlement to Workers' Compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, may not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and must be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance. For the purpose of this clause, expenses include fares.

### 27.4 Bereavement Leave

#### 27.4.1 Paid leave entitlement

An employee other than a casual is entitled to use up to 15.2 hours personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household dies within Australia. Where such death occurs outside Australia, the employee is entitled to use up to 7.6 hours personal leave as bereavement leave, provided that the entitlement will extend to 15.2 hours if the employee travels overseas to attend the funeral.

#### 27.4.2 Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 15.2 hours unpaid leave.

#### 27.4.3 Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

### 27.5 Carer's Leave

#### 27.5.1 Paid leave entitlement

An employee other than a casual is entitled to use up to 40 hours personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

#### 27.5.2 Notice required

- (a) Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- (b) The notice must include:
- the name of the person requiring care and support and his or her relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

#### 27.5.3 Evidence supporting claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

#### 27.5.4 Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer.

### 28. Parental Leave

An employee is entitled to Parental Leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

### 29. Jury Service

#### 29.1 Entitlement

An employee must be allowed leave of absence during any period when required to attend for jury service. Such leave will be limited to a maximum of two weeks in any period of jury service.

#### 29.2 Payment

During such leave of absence, an employee must be paid the difference between the jury service fees received and the normal rate of pay as if working.

#### 29.3 Proof of Attendance

An employee must produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and must give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

### 30. Attendance at Repatriation Centres

Permanent employees who are ex-service personnel must be allowed, as time worked, lost time incurred whilst attending Repatriation Centres for medical examination and/or treatment, provided that:

30.1 Such lost time does not exceed four hours on each occasion and a maximum of 20 hours per annum;

30.2 The employee produces evidence satisfactory to the employer that there is a requirement to and subsequent attendance at a Repatriation Centre.

30.3 The employer may deduct from such lost time any payments the employee is entitled to receive for lost time from the Department of Veterans Affairs in respect of any such attendance.

### 31. Introduction of Change

#### 31.1 Employer's Duty to Notify

31.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on

employees, the employer must notify the employees who may be affected by the proposed changes and their Union.

31.1.2 Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

### 31.2 Employer's Duty to Discuss Change

31.2.1 The employer will discuss with the employees affected and their Union, inter alia, the introduction of the changes referred to in subclause 31.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

31.2.2 The discussions will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 31.1 hereof.

31.2.3 For the purposes of such discussion, the employer will provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer will not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

## 32. Redundancy

### 32.1 Discussions Before Terminations

32.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer will hold discussions with the employees directly affected and with their Union.

32.1.2 The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 32.1.1 hereof and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

32.1.3 For the purposes of the discussion the employer will, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the termination are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

### 32.2 Transfer to Lower Paid Duties

Where an employee is transferred to Lower paid duties for reasons set out in paragraph 32.1.1, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if his or her 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 lower ordinary time rates for the number of weeks of notice still owing.

### 32.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 9, Termination of Employment, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 32.1.1, will be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
1 year or less	Nil
Over 1 year and up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years	8 weeks' pay

Week's Pay means the ordinary time rate of pay for the employee concerned.

Provided that severance payments will not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

### 32.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 32.1.1 may terminate his or her employment during the period of notice and, if so, will 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 will not be entitled to payment in lieu of notice.

### 32.5 Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

### 32.6 Time Off During Notice Period

32.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 32.1.1 an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

32.6.2 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 will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 32.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 32.1.1, the employer will notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

### 32.8 Superannuation Benefits

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee will only receive under subclause 32.3, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only. If this superannuation benefit is

greater than the amount due under subclause 32.3 then the employee will receive no payment under that clause.

### 32.9 Transmission of Business:

32.9.1 Where a business is before or after the date of this Award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

32.9.1.1 the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission, and

32.9.1.2 the period of employment which the employee has had with the transmitter or any prior transmitter will be deemed to be service of the employee with the transmittee.

32.9.2 In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

### 32.10 Mechanisation and Technological Changes

32.10.1 Notwithstanding any other provisions of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding 12 months, such employee will be given three months' notice of the termination of employment; provided that, if the employer fails to give such notice in full:

32.10.1.1 the employee will be paid at the rate specified for the employee's ordinary classification in clause 11, Wages, for a period equal to the difference between three months and the period of the notice given, and

32.10.1.2 the period of notice required by this subclause to be given will be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer to summarily dismiss an employee will not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

32.10.2 When an employer gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within 14 days thereafter the employer will give notification in writing to the Industrial Registrar, the New South Wales Government Director of Vocational Guidance, the New South Wales Government Director of Technical and Further Education and the New South Wales Branch Secretary of United Voice, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

### 32.11 Employees with Less Than One Year's Service

This clause does not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

### 32.12 Employees Exempted

This clause will not apply where employment is terminated as a consequence of conduct that justified instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks for a period of less than 12 months.

### 32.13 Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause will not apply to employers who employ less than 15 employees.

### 32.14 Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

## **33. Enterprise Flexibility Provisions**

See Principle 11 of the Wage Fixing Principles established in the Commission's State Wage Case decision 2004, as varied from time to time.

## **34. Deduction of Union Dues**

- (i) The employer will deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
  - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
  - (b) the Union will advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
  - (c) deduction of union membership fees will only occur in each pay period in which payment has or is to be made to an employee; and
  - (d) there will be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation will be in writing and will authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union will not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay will be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscription to employees' membership accounts, provided that:
  - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer is entitled to retain up to five per cent of the monies deducted; and
  - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer is entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

- (v) The Union will advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice will be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union will give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union will inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease."

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay Per 38-Hour Week**

Classification	Rate per week SWC 2020 \$
Grade 1	851.70
Grade 2	877.60
Grade 3	893.50
Grade 4	918.20
Grade 5	949.30

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Rate per Week from the first pay period to commence on or after 16 April 2020 \$	Rate per Shift from the first pay period to commence on or after 16 April 2021 \$
	12.3	Leading Hand Allowance		Casuals only
1		up to 5 employees	37.60	7.70
2		6 to 10 employees	42.60	9.60
3		11 to 15 employees	55.80	11.20
4		16 to 20 employees	64.30	12.90
5		Over 20 employees	64.30	12.90
6		for each employee exceeding 20, extra	0.94	0.25
7	12.4	Relieving Officer	37.40	
	12.5	First Aid Allowance		Casuals only
8		Industrial	21.20	4.30
9	12.6	Gun Allowance	14.40	3.10
10	12.7	Locomotion Allowance		All employees
11		Motor Vehicle/cycle		34.80
12		Bicycle		3.80
13	12.8	Meal Allowance		11.10
14	12.9	Fares Allowance		9.50
15	12.10	Overnight Meal Allowance		90.60
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.11	Aviation Allowance	1.52	1.52

**APPENDIX A**

**ORDINARY TIME HOURS OF WORK - SPECIFIED SITE OR SITES**

- 1. This document, which records an agreement reached pursuant to 17.7.1(a), must be signed by all affected employees within one month of the arrangement being implemented. An employee who is a union member is entitled to forward a copy of the signed agreement to the Union Office.
- 2. The following arrangement is made pursuant to 17.7.1(a) of the Security Industry (State) Award, in regard to the following site(s):  
  
Location(s) of Site(s)
- 3. It is agreed between the parties that the following arrangement for extended daily ordinary hours for the above location(s) is as follows (see also attached roster(s)):
- 4. This agreement will take effect from the beginning of the first full pay period to commence on or after.....and will remain in force for a period of.....
- 5. Signed on behalf of (COMPANY NAME)  
  
(Date)
- 6. Signed by (employees):  
  
(All affected employees to sign as acknowledging that they agree to this arrangement)
- 7. Where the union is represented in negotiations relating to this agreement, the agreement is to be signed on behalf of the Union:

(Union Secretary)

(Date)

**APPENDIX B**

**OVERTIME AGREEMENT**

- 1. The following arrangement is made pursuant to 22.2 of the Security Industry (State) Award in regard to the following employee(s)

Name (print)

Signature

- 2. The employee(s) who's names and signatures appear above agree to be paid for overtime worked in accordance with 22.2 in lieu of payment in accordance with 22.1
- 3. This agreement once signed by all parties will take effect from the beginning of the first full pay period to commence on or after.....and will remain in force unless rescinded in writing by any party giving four weeks' notice
- 4. SIGNED ON BEHALF OF (Company name)

Name (print)

Signature

Position



**APPENDIX C**

**ORDINARY TIME HOURS OF WORK - SPECIFIED COMPANY/EMPLOYER**

1. This document records an agreement reached pursuant to 17.7.1(b) of the Security Industry (State) Award and is signed by the Company and employees (and, where appropriate, the union) as certifying that the arrangement outlined hereunder was agreed to by a majority of employees of the specified Company, in a secret ballot conducted expressly for that purpose.
2. The following arrangement is made pursuant to 17.7.1(b) of the Security Industry (State) Award, and it will apply hereafter to all employees of the specified Company employed under the provisions of the Security Industry (State) Award, unless and until rescinded by either party pursuant to the provisions of 17.7.3 of the award.
3. It is agreed between the Company and its employees (and, where appropriate, the Union) that the arrangement for extended daily ordinary hours of work which are outlined below and/or which are described in the attached rosters will hereafter apply to all employees of the Company.
4. This agreement takes effect from the beginning of the first full pay period to commence on or after.....and remains in force for a period of.....
5. Signed on behalf of (COMPANY NAME)  
  
(Date)
6. Signed on behalf of employees and/or the Union:  
  
Employee representative/  
  
Union Secretary (Date)

**APPENDIX D**

**NATIONAL TRAINING WAGE PROVISIONS**

**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Special Arrangements
9.	Additionally and Licensing
10.	Monitoring of Agreement

**2. Application**

- 2.1 Subject to 2.1.1.2, this appendix applies to persons:
  - 2.1.1 who are undertaking a Traineeship (as defined); and
    - 2.1.1.1 who are employed by an employer bound by this Appendix.

2.1.1.2 Despite the foregoing, this appendix does not apply to employees who were employed by an employer bound by this appendix prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the union.

2.2 This appendix does not apply to the apprenticeship system.

2.3 At the conclusion of the traineeship, this appendix ceases to apply to the employment of the trainee and the award will then apply to the former trainee.

### 3. Objective

The objective of this Appendix is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees be displaced from employment by Trainees. Nothing in this award replaces the prescription of training requirements in the award.

### 4. Definitions

4.1 "Approved Training" means training undertaken (both on or off-the-job) in a Traineeship and will involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the State Training Authority. The training will be accredited and lead to qualifications as set out in 5.7.

4.2 "Relevant Award" means the Security Industry (State) Award that applies to a Trainee, or that would have applied, but for the operation of this Appendix.

4.3 "Relevant Union" means United Voice.

4.4 "Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this Appendix.

4.5 "Traineeship" means a system of training which has been approved by the State Training Authority or which meets the requirements of a National Training Package developed by the Property Services Industry Training Advisory Board and endorsed by the National Training Framework Committee and which leads to an Australian Qualifications Framework qualification specified by that National Training Package at Levels 2 and 3.

4.6 "Traineeship Agreement" means an agreement made subject to the terms of this Appendix between an Employer and the Trainee for a Traineeship and which is registered with the State Training Authority or under the provisions of the State legislation. A Traineeship Agreement must be made in accordance with the relevant approved Traineeship Scheme and must not operate unless this condition is met.

4.7 "Traineeship Scheme" means an accredited training program consistent with the National Training Package applicable to security industry employees. A Traineeship Scheme will not be given approval unless consultation and negotiation with the relevant Union upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme must identify the relevant Union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred. A Traineeship Scheme must include a standard format, which may be used for a Traineeship Agreement.

4.8 "Parties to a Traineeship Scheme" means the employer and the relevant Union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

4.9 "Appropriate State legislation" means the *Vocational Education and Training (Commonwealth Powers) Act 2010* (NSW)

4.10 "State Training Authority" means the NSW Department of Education and Training or its successor.

- 4.11 "Training program" means an accredited training program, which must provide for training and training related employment for a minimum of six months in the case of full-time trainees and up to a maximum twelve months in the case of part-time trainees. However, the traineeship program may be extended by agreement where an individual's assessment indicates a longer period is necessary to achieve the qualification sought.

## 5. Training Conditions

- 5.1 A traineeship must not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the state training authority, provided that if the traineeship agreement is not in a standard format a traineeship must not commence until the traineeship agreement has been registered with the state training authority. The employer must ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and must ensure that the trainee receives the appropriate on-the-job training.
- 5.2 The trainee must attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the state training authority.
- 5.3 A substantial proportion of the traineeship program will be delivered through on-the-job training and instruction. Such training must:
- 5.3.1 be specified in the training program;
  - 5.3.2 where possible, be incorporated in the normal duties of a trainee; and
  - 5.3.3 must be paid in accordance with clause 8 of this appendix.
- 5.4 In addition to the on-the-job training component, a trainee will be expected to attend some off-the-job training. This will be to a maximum of 20% of an individual's total time spent in the traineeship.
- 5.5 The employer must roster work in such a way as to take account of an individual's off-the-job training commitments including any requirement for an individual to attend off-the-job training.
- 5.6 During the traineeship period, the employer must provide a level of supervision in accordance with the traineeship agreement and clause 10 of this appendix.
- 5.7 Training must be directed to:
- 5.7.1 the achievement of entry level competencies required for security industry, including key competencies, at AQF Level 2
  - 5.7.2 the achievement of an accredited Certificate at AQF Level 3 or above that is awarded on the basis of achieving the competencies specified by the Traineeship.
  - 5.7.3 The employer must submit all training agreements to the traineeship monitoring committee at Suite 2B, 187 Thomas Street, Haymarket NSW 2000, established in clause 11 of this agreement, within 28 days of lodging the traineeship agreement with the relevant new apprenticeship centre. The committee must keep the terms of the traineeship agreement private and confidential.

## 6. Employment Conditions

- 6.1 A trainee will be engaged as a full-time or a part-time employee for a maximum of one year's duration. However, a trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the state training authority, the relevant employer and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.

- 6.2 Termination of employment during traineeship
- 6.2.1 The employer must not terminate the employment of a Trainee without firstly having provided in writing notice of termination to the Trainee concerned in accordance with the Traineeship Agreement and subsequently to the State Training Authority. The written notice to be provided to the relevant State Training Authority must be provided within 5 working days of the termination.
- 6.2.2 No existing employee can be terminated in any manner other than pursuant to this award under which they are employed at the time of commencement of the Traineeship.
- 6.2.3 An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship must notify, in writing, the state training authority of their decision.
- 6.3 The trainee must be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.
- 6.4 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period must be counted as service for the purposes of the award or any other legislative entitlements.
- 6.5 The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
- 6.6 No trainee may work overtime or shiftwork on his or her own unless consistent with the provisions of the award.
- 6.7 No trainee may work shiftwork unless the parties to a traineeship scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but, must average over the relevant period no less than the amount of training required for non-shiftwork trainees.
- 6.8 All other terms and conditions of the award that are applicable to the trainee or would be applicable to the trainee but for this appendix apply unless specifically varied by this appendix.
- 6.9 A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the traineeship will not be entitled to any severance payments payable pursuant to termination, redundancy provisions or similar provisions.
- 6.10 The training provider will develop and support the training program in accordance with the requirements of the AQF accreditation and the State Training Authority requirements for the delivery of the approved traineeship.
- 6.11 Existing employees who undertake a traineeship under this award must have no change in their employment status or entitlements under the agreement as a consequence of undertaking such traineeship.

## 7. Wages

- 7.1 The weekly wages payable to trainees are as provided in this clause.
- 7.2 A trainee's weekly wage rate is the relevant weekly wage rates which would otherwise have applied under this award or proportionately for part-time employees provided that off-the-job training will be unpaid.

### **8. Special Arrangements**

Subject to the foregoing, the NSW Industrial Relations Commission may be requested to determine the appropriate wage rates and/or conditions of employment for any Traineeship not regarded by the parties or any of them as appropriately covered by this Appendix.

### **9. Additionally and Licensing**

- 9.1 Trainees will not be required to perform any duties which will conflict with licensing requirements, e.g. they will not carry firearms until licensed.
- 9.2 Trainees will receive the same level of supervision as is received by new employees engaged under probation. Such supervision must continue for a period of at least three months.
- 9.3 For the first month of the level 2 traineeship, a trainee security officer must be rostered with at least one other guard on shift at the same site who is accessible to the trainee.

### **10. Monitoring of Agreement**

- 10.1 The parties to this appendix agree to the establishment of an industry committee to monitor the impact of the traineeship across the industry.
- 10.2 Such committee will be known as the traineeship monitoring committee and will meet 4 times a year.
- 10.3 The committee will comprise:
  - 10.3.1 One representative from ASIAL
  - 10.3.2 One representative from United Voice
  - 10.3.3 One representative from the Property Services Training Co.

D. SLOAN, *Commissioner*

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY  
AND ENVIRONMENT) SYDNEY OLYMPIC PARK AUTHORITY  
MANAGED SPORTS VENUES AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Planning, Industry and Environment.

(Case No. 194117 of 2021)

Before Chief Commissioner Constant

16 July 2021

**VARIATION**

1. Delete the title of the award published 27 August 2021 (390 I.G. 78), and insert in lieu thereof the following:

**CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY  
AND ENVIRONMENT) SYDNEY OLYMPIC PARK AUTHORITY  
MANAGED SPORTS VENUES AWARD 2021**

2. Delete clause 1, title, and insert in lieu thereof the following:

**1. Title**

This Award shall be known as the Crown Employees (Department of Planning, Industry and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2021.

3. Delete clause 33, Anti-Discrimination and clause 34, Area, Incidence and Duration, and insert in lieu thereof the following:

**33. No Extra Claims**

- 33.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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

**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) 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.
- 34.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

### 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, Department of Planning, Industry and Environment in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres, and Satellite Sports Venues, 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, Department of Planning, Industry and Environment 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 Quaycentre, 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, Department of Planning, Industry and Environment in the classifications prescribed by this Award, in connection with the gymnastics program, at the Sydney Olympic Park Quaycentre, 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, the Sydney Olympic Park Quaycentre and the Satellite Sports Venues.
- 35.3 This award shall not apply to employees at the Quaycentre 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 Sydney Olympic Park Authority, Department of Planning, Industry and Environment, under section 10 of the *Industrial Relations Act 1996* and rescinds and replaces the Sydney Olympic Park Authority Managed Sports Venues Award 2019 published on 24 April 2019 (387 I.G. 737) 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 I.G. 359) have been included in the award.
- 35.5 The award will operate from 1 July 2020 and remain in force until 30 June 2022.

35.6 The parties to this award have agreed to commence discussions for a new award 6 months prior to the nominal expiry date.

4. Delete Part B and insert in lieu thereof the following:

## PART B

**Table 1 - Rates of Pay for Full-Time Classifications under subclause 5.1**

Classification Level	Salary from the first full pay period on or after 1 July 2020 (0.3%) \$	Salary from the first full pay period on or after 1 July 2021 (2.04%) \$
Level 1	44,135	45,035
Level 2	49,640	50,653
Level 3	55,167	56,292
Level 4	66,180	67,530

**Table 2 - Hourly Rates of Pay for Casual Employees under subclause 5.2**

Classification Level	Hourly Rates from the first full pay period on or after 1 July 2020 (0.3%) \$	Saturday from the first full pay period on or after 1 July 2020 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2020 (60% penalty rate loading) \$	Hourly Rates from the first full pay period on or after 1 July 2021 (2.04%) \$	Saturday from the first full pay period on or after 1 July 2021 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2021 (60% penalty rate loading) \$
Level A	25.81	33.55	41.29	26.34	34.23	42.13
Level B	27.55	35.82	44.08	28.11	36.55	44.98
Level C	29.30	38.08	46.88	29.90	38.86	47.84

**Table 3 - Hourly Rates of Pay for Quaycentre Casual Event Staff Employees under subclause 5.3**

Classification Level	Monday to Friday from the first full pay period on or after 1 July 2020 (0.3%) \$	Saturday from the first full pay period on or after 1 July 2020 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2020 (60% penalty rate loading) \$	Public holidays from the first full pay period on or after 1 July 2020 (0.3%) \$	Monday to Friday from the first full pay period on or after 1 July 2021 (2.04%) \$	Saturday from the first full pay period on or after 1 July 2021 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2021 (60% penalty rate loading) \$	Public holidays from the first full pay period on or after 1 July 2021 (2.04%) \$
Level 1	24.57	31.95	39.31	51.09	25.07	32.60	40.11	52.13
Level 2	26.32	34.22	42.11	54.90	26.86	34.92	42.97	56.02
Level 3	29.30	38.09	46.88	60.86	29.90	38.87	47.84	62.10
Level 4	34.85	45.31	55.76	72.48	35.56	46.23	56.90	73.96



**Table 4 - Rates of Pay for Full-Time Classifications under subclause 5.4**

Classification Level	Salary from the first full pay period on or after 1 July 2020 (0.3%) \$	Salary from the first full pay period on or after 1 July 2021 (2.04%) \$
Level 1	712.66	727.20
Level 2	735.28	750.28
Level 3	765.92	781.54
Level 4	792.13	808.29
Level 5	840.04	857.18
Level 6	925.99	944.88

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 subclause 5.4**

Item No.	Clause No.	Brief Description	Amount Per Week Salary from the first full pay period on or after 1 July 2020 \$	Amount Per Week Salary from the first full pay period on or after 1 July 2021 \$
1	4.6 (a)	Supervisory loadings - up to 5 employees	29.92 per week	30.53 per week
2	4.6 (b)	Supervisory loadings - 6 to 10 employees	40.61 per week	41.44 per week
3	4.6 (c)	Supervisory loadings - 11 or more employees	54.69 per week	55.81 per week
4	4.7	First-aid allowance	13.98 per week 2.73 per shift	14.27 per week 2.79 per week
5	4.8	Broken Shift Allowance	15.01 per day	15.32 per day

5. This variation will take effect from the first full pay period on or after 1 July 2021.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(Case No. 240566 of 2021)

Before Chief Commissioner Constant

30 August 2021

**VARIATION**

1. Delete subclause (d) of clause 2, Area, Incidence and Duration, of the award published 17 April 2020 (387 I.G. 666) and insert in lieu thereof the following:
  - (d) This variation to the award will take effect from the first full pay period on or after 1 July 2021.
2. Delete Part B, Monetary Rates, and insert in lieu thereof insert the following:

**PART B****MONETARY RATES****Table 1 - Salaries effective from the first full pay period after 1 July 2021**

Classification	1 July 2020	1 July 2021
	\$	\$
Reporter		
1st year of service	96,483	98,451
2nd year of service	100,357	102,404
3rd year of service	105,637	107,792
4th year of service	110,009	112,253
5th year of service	113,174	115,482
Senior Reporter	116,532	118,909
Sub Editor	125,537	128,098
Senior Sub Editor	133,016	135,729
Deputy Editor	141,207	144,088

**Table 2 - All Incidence of Employment Allowance - all classifications**

July 2020	1 July 2021
\$	\$
19,455	19,852

3. This variation will take effect from the first full pay period to commence on or after 1 July 2021.

N. CONSTANT, *Chief Commissioner*

**ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 201269 of 2021)

Before Commissioner Sloan

30 July 2021

**VARIATION**

1. Insert after definition of "Inclement Weather" of clause 3, Definitions, of the award published 20 March 2020 (387 I.G. 318), the following new definition:

"Materials" (see subclause 28.7) refers to the following items that form part of, or provide substantial input to the scope of works of the relevant maintenance or construction project and require specific transport to the worksite on a particular workday or shift. i.e. the employee has been given a direction by RMS to transport, including towing, the following construction and maintenance inputs:

- cement, sand, bitumen or aggregate;
- structural steel, timber, dedicated road signage, bulk safety signage and road barriers, bulk quantities of fasteners, precast concrete and the like; and
- road rollers, graders, bulk tanker fuel, bulk emulsion and portable lighting towers.

(Note: The definition of materials does not extend to the following items which are tools of trade required by employees to undertake their daily work tasks. They are ancillary to the principal work tasks of maintenance and construction:

- power and battery operated tools
- quantities of spare personal protective equipment
- packs of spray paint
- odd bags of cement, sand or aggregate and fastener consumables such as nails screws and bolts that are generally "kitted" in an RMS vehicle.)

2. Delete subclause 4.2 of clause 4, Area, Incidence and Duration, and insert in lieu thereof the following:
  - 4.2 This Award shall commence from 1 July 2019, and shall have a nominal expiry date of 30 June 2022. This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award 2017 published 9 February 2018 (382 I.G. 538).
3. Delete subclause 5.1 of clause 5, No Extra Claims, and insert in lieu thereof the following:
  - 5.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.
4. Delete subclause 15.2 of clause 15, Hours of Work, and insert in lieu thereof the following:
  - 15.2 A normal working cycle consists of 76 hours during a 10 day fortnight and:
    - (a) is 9 working days within a 10 day, two week period,

- (b) is 8 hours 27 minutes worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
  - (c) during this cycle 0.88 of one hour (53 minutes) of each day worked is accrued. This entitles an Employee to one day off in each two week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
5. Delete subclause title 15.5 of clause 15, Hours of Work, and insert in lieu thereof the following:
- 15.5 Alternative Arrangements
6. Delete paragraph 15.5(a)(i) of clause 15, Hours of Work, and insert in lieu thereof the following:
- (i) 19 working days within a 20 day, four week period,
7. Delete subclauses 16.1, 16.2 and 16.3 of clause 16, Accrued Day Off, and insert in lieu thereof the following:
- 16.1 If an Employee works a 19 day cycle under an alternative arrangement pursuant to subclause 15.5, they will receive one day off in each 20 day, four week cycle.
- 16.2 If an Employee works a 4 day week they will receive two additional days off (making a total of four) in each 20 day, four week cycle.
- 16.3 For accrual purposes:
- (a) each day of paid leave an Employee takes pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (Alternative Arrangements), is counted as a working day.
  - (b) any public holidays occurring pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as 8 hours 27 minutes.
8. Delete paragraph 20.7 (a) of clause 20, Overtime, and insert in lieu thereof the following:
- (a) Subject to subclauses 20.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work after the end of the first sentence insert a new sentence as follows. Prior to commencement of ordinary hours following the overtime worked, managers must refer to the Fatigue Management Policy.
9. Substitute the words 'confidential docket' with the words 'pay advice' of subclause 22.2 of clause 22, Payment of Wages.
10. Delete subclause 23.1 of clause 23, Rates of Pay, and insert in lieu thereof the following:
- 23.1 The rates of pay in this Award are set out in Table 1, Part B, of this Award. The pay rates outlined in Table, Part B, incorporate the following wage increases:
- (a) 2.04% % from the first full pay period to commence on or after 1 July 2021,
11. Delete paragraph 24.1 (a) of clause 24, Allowances, and insert in lieu thereof the following
- (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 2.04% per cent effective from the first full pay period on or after 1 July 2021.

12. Delete subclause 28.1 of clause 28, Transport Provided by RMS, and insert in lieu thereof the following:
- 28.1 This clause does not apply to Broken Hill Workshop Employees or Routine Maintenance workers.
13. Delete subclause 45.3 of clause 45, Public Holidays, and insert in lieu thereof the following:
- 45.3 A Local Public Holiday may be taken as three gazetted half-days.
14. Delete Part B, Pay Rates and Allowances, and insert in lieu thereof the following:

## PART B

### PAY RATES AND ALLOWANCES

#### MONETARY RATES

**Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)**

Pay Point	Positions	Current Weekly Rates \$	Weekly Rates effective from the first full pay period on or after 1-Jul-21 and inclusive of 2.04% increase \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1132.20	1155.30
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1162.59	1186.30
3	Roadworker Grade 3 Linemarkers Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1193.09	1217.40
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarkers Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1223.59	1248.60
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarkers Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller	1254.44	1280.00
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General)	1284.80	1311.00

	Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator		
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1315.79	1342.60
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1346.17	1373.60
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1376.90	1405.00
10		1407.29	1436.00
11		1437.79	1467.10
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1468.52	1498.50

**Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)**

Pay Point	Positions	Current Weekly Rates \$	Weekly Rates effective from the first full pay period or after 1-Jul-21 and inclusive of 2.04% increase \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1232.63	1257.80
2	Plasterer Grade 1	1253.17	1278.70
3	Mechanical Trades Grade 1 Fitter Grade 1	1259.54	1285.20
4	Painter Grade 2	1263.14	1288.90
5	Signwriter Grade 1	1269.28	1295.20
6	Metal Fabricator Grade 1 Plumber Grade 1	1272.29	1298.20
7	Shipwright Grade 1	1283.32	1309.50
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1294.23	1320.60
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1295.61	1322.00
10	Electrician Grade 1	1322.98	1350.00
11	Painter Grade 4 Traffic facilities Painter Grade 3	1324.84	1351.90
12	Mechanical Trades Grade 2 Fitter Grade 2	1327.26	1354.30
13	Signwriter Grade 2	1332.6	1359.80
14	Metal Fabricator Grade 2 Plumber Grade 2	1335.96	1363.20

15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1360.43	1388.20
16	Signwriter Grade 3	1364.39	1392.20
17	Electrician Grade 2	1389.2	1417.50
18	Construction Carpenter Grade 3	1392.68	1421.10
19	Mechanical Trades Grade 3 Fitter Grade 3	1393.95	1422.40
20	Plumber Grade 3	1399.63	1428.20
21		1437.79	1467.10
22	Electrician Grade 3	1454.95	1484.60
23		1460.17	1490.00
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1468.52	1498.50
25	Electrician (Team Leader)	1521.05	1552.10

**Table 3 - Rates of Pay, Broken Hill Workshop Employees Only**

Positions	Current Weekly Rates \$	Weekly Rates effective from the first full pay period on or after 1-Jul-21 and inclusive of 2.04% increase \$
<b>Tradesperson</b>		
Plant Mechanic	1359.74	1387.50
Boilermaker	1359.74	1387.50
Carpenter	1359.74	1387.50
Painter	1359.74	1387.50
Electrical Fitter	1384.1	1412.30
<b>Plant Operator</b>		
Mobile Crane Operator	1223.25	1248.20
<b>General</b>		
Storeman	1201.67	1226.20
Cleaner	1207.12	1231.70
Labour (Fitter/Plant Mechanic)	1179.29	1203.30
General Labour	1170.02	1193.90
Labourer (Testing Laboratory)	1170.02	1193.90
Labourer Junior Male (19/21 years)	1050.56	1072.00
Labourer Hammer & Drill	1193.66	1218.00
Labourer (Proline Borer or Benkleman Beam)	1214.32	1239.10
<b>Apprentice - School Certificate</b>		
Year 1	721.56	736.30
Year 2	871.05	888.80
Year 3	1020.41	1041.20
Year 4	1170.02	1193.90
<b>Apprentice -Higher School Certificate</b>		
Level		
Year 1	871.05	888.80

Year 2	1020.41	1041.20
Year 3	1170.02	1193.90
Year 4	1319.15	1346.10

**Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)**

Pay Point	Positions	Current Weekly Rates \$	Weekly Rates effective from the first full pay period on or after 1-Jul-21 and inclusive of 2..04% increase \$
1	Apprentice 1st Year Painter/Decorator Signwriter	551.89	563.10
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	561.41	572.90
3	Apprentice 1st Year Bricklayer Civil Construction	568.71	580.30
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	579.03	590.80
5	Apprentice 1st Year Carpenter/Joiner Shipwright	602.93	615.20
6	Apprentice 1st Year Bridge & Wharf Carpenter	615.33	627.90
7	Apprentice 2nd Year Painter/Decorator Signwriter	715.18	729.80
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	724.69	739.50
9	Apprentice 2nd Year Bricklayer Civil Construction	731.77	746.70
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	742.09	757.20



11	Apprentice 2nd Year Carpenter/Joiner Shipwright	766.44	782.10
12	Apprentice 2nd Year Bridge & Wharf Carpenter	778.73	794.60
13	Apprentice 3rd Year Painter/Decorator Signwriter	907.8	926.30
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	917.44	936.20
15	Apprentice 3rd Year Bricklayer Civil Construction	924.16	943.00
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	934.82	953.90
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	958.36	977.90
18	Apprentice 3rd Year Bridge & Wharf Carpenter	970.66	990.50
19	Apprentice 4th Year Painter/Decorator Signwriter	1041.17	1062.40
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1050.92	1072.40
21	Apprentice 4th Year Bricklayer Civil Construction	1057.87	1079.50
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	1068.77	1090.60
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1092.55	1114.80
24	Apprentice 4th Year Bridge & Wharf Carpenter	1104.14	1126.70

**Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)**

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award		
*	To be updated in accordance with the NSW Treasury Circulars		
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award		
Clause	Description	Current Rates	Rates effective from the first full pay period on or after 1 July 2021 and inclusive of 2.04% increase
<b>Other Rates</b>			
24.1	Sydney Harbour Bridge Allowance Sydney Harbour Bridge Maintenance Staff	225.10	229.70
<b>Allowances</b>			
24.5	Lead Paint Removal Allowance (per hour)	2.6674	2.7218
24.6	Asbestos Materials Tradespersons	1.0968	1.1192
24.7	Asbestos Eradication Tradespersons	2.9520	3.0122
24.3	Asphalt Plant Repairs Tradespersons	1.0968	1.1192
24.3	Asphalt Plant Repairs Tradespersons	1.10	1.12
24.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment	2.7889 11.16	2.85 11.40
	3.36m wide or 21.34m long or 4.58m high minimum payment	5.2187 20.88	5.31 21.30
20.13 & 20.14 (a) (b)	Meal Allowance		
	First meal	16.20	16.55^
	Subsequent meal	13.90	14.20^
27.2(b)	Fares		
	per week	12.00	12.00
	per day	2.40	2.40
27.3	Travelling Allowance 3 but not more than 10 km	4.20	4.20
	More than 10 but not more than 20km	8.30	8.30
	More than 20 km but not more than 30km	12.40	12.40
	More than 30km but not more than 40km	16.50	16.50
	More than 40km but not more than 50km	20.70	20.70
	More than 50km but not more than 60km	24.80	24.80
	More than 60km but not more than 70km	29.00	29.00
	More than 70km but not more than 80km	33.00	33.00
	More than 80kms but more than 90km	37.20	37.20
	More than 90km but not more than 100km	41.30	41.30
29	Distant Work		
	Board & Lodging	840.55	*
	Broken parts of week where camp not provided	120.08	*
	Breakfast	25.75	*
	Lunch	29.35	*
	Dinner	50.65	*
	Incidentals	8.00	*
	Private Vehicle over 2700cc	0.288	*
	Private Vehicle 1600cc - 2700cc	0.288	*
Private Vehicle under 1600cc	0.288	*	
<b>Other Conditions</b>			
24.4	First Aid Allowance	3.93	4.00
31.1(c)	Insuring Tools Reimbursement for Loss	1945.15	1984.85~

15. This variation will take effect on and from 1 July 2021.

D. SLOAN, *Commissioner*

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