

Vol. 385, Part 2

25 October 2019

Pages 252 – 548



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 385, Part 2

25 October 2019

Pages 252 — 548

		Page
Awards and Determinations —		
Crown Employees (Independent Pricing and Regulatory Tribunal 2019) Award	AIRC	252
Crown Employees (Audit Office) Award 2019	AIRC	274
Crown Employees (NSW Police Force (Nurses')) Award 2019	AIRC	323
Crown Employees (SAS Trustee Corporation) Award 2019	AIRC	334
Local Land Services Award 2019	AIRC	392
NSW Health Service Allied Health Assistants (State) Award 2018	AIRC	449
Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2019	AIRC	455
Crown Employees (Department of Finance, Services and Innovation) Award 2015	RIRC	482
Crown Employees (Department of Industry) Land Information Officers Award	RIRC	491
Crown Employees (Department of Industry) Local Coordinator Allowance Award	RIRC	509
Crown Employees (Department of Industry) Regulatory Officers Award	RIRC	513
Crown Employees (Department of Industry) Operational Staff Award	RIRC	524
Crown Employees (Department of Industry) Technical Staff Award	RIRC	540
Enterprise Agreements Approved by the Industrial Relations Commission		547
Contract Agreements Approved by the Industrial Relations Commission		548

CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL 2019) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 181907 of 2019)

Before Chief Commissioner Kite

21 June 2019

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

SECTION 1 - FRAMEWORK

- 1. Arrangement
- 2. Title
- 3. Definitions
- 4. Consultative Arrangements
- 5. Parties
- 6. Work Environment
- 7. Grievance and Dispute Settling Procedures

SECTION 2 - ATTENDANCE/HOURS OF WORK

- 8. Hours of Work
- 9. Flexible Work Hours
- 10. Part Time Work
- 11. Part Year Employment
- 12. Part Time Leave Without Pay

SECTION 3 - SALARIES AND ALLOWANCES

- 13. Salaries
- 14. Salary Progression
- 15. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
- 16. Appointment and Promotion
- 17. Allowances

Section 4 - Union Consultation

- 18. Union Consultation, Access and Activities

SECTION 5 - LEAVE

- 19. Extended Leave

- 20. Family and Community Service Leave
- 21. Leave Without Pay
- 22. Military Leave
- 23. Religious or Cultural Observations
- 24. Parental Leave
- 25. Purchased Leave
- 26. Recreation Leave
- 27. Annual Leave Loading
- 28. Sick Leave
- 29. Special Leave
- 29A. Leave for Matters Arising from Domestic Violence

SECTION 6 - TRAINING/PROFESSIONAL DEVELOPMENT

- 30. Study Leave
- 31. Staff Development
- 32. Study Time
- 33. Reimbursement of Fees

SECTION 7 - OVERTIME AND PUBLIC HOLIDAYS

- 34. Overtime
- 35. Public Holidays

SECTION 8 - MISCELLANEOUS

- 36. Job Sharing
- 37. Work from Home
- 38. Unsatisfactory Performance, Misconduct or Serious Offence
- 39. Termination of Employment
- 40. Managing Excess Staff
- 41. Secure Employment - Casual Conversion
- 42. Secure Employment - Work Health & Safety
- 43. Anti-Discrimination
- 44. No Extra Claims
- 45. Savings of Rights
- 46. Lactation Breaks
- 47. Leave for Matters arising from Domestic Violence
- 48. Relationship to other Awards
- 49. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal) Award 2019.

3. Definitions

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

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

4. Consultative Arrangements

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

5. Parties

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

6. Work Environment

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

7. Grievance and Dispute Settling Procedures

- 7.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 7.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 7.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- 7.4 The immediate manager (or other appropriate officer) shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 7.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable.
- 7.6 This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 7.7 The Chief Executive Officer or the Association may refer the matter to mediation.
- 7.8 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 7.9 A staff member, at any stage, may request to be represented by their Association.
- 7.10 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.11 The staff member, the Association and Tribunal shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties.
- 7.13 In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

8. Hours of Work

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

9. Flexible Work Hours

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

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

9.8 Flexi Leave -

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

9.9 Banking Hours -

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

9.10 Natural Emergencies and Major Transport Disruptions -

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

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

10. Part Time Work

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

11. Part Year Employment

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

12. Part Time Leave Without Pay

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

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.

14. Salary Progression

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

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
- 15.1.2 temporary employees, subject to the Tribunal's convenience; and
- 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

- 15.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 15.3 By mutual agreement with the Tribunal, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 15.3.1 a benefit or benefits selected from those approved by the Tribunal; and
- 15.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Tribunal for the benefit provided to or in respect of the employee in accordance with such agreement.
- 15.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 15.5 The agreement shall be known as a Salary Packaging Agreement.
- 15.6 Except in accordance with subclause 15.8, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Tribunal at the time of signing the Salary Packaging Agreement.
- 15.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 15.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 15.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 15.7.3 subject to the Tribunal's agreement, paid into another complying superannuation fund.
- 15.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 15.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 15.9.1 *Police Regulation (Superannuation) Act 1906*;
- 15.9.2 *Superannuation Act 1916*;
- 15.9.3 *State Authorities Superannuation Act 1987*; or
- 15.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Tribunal must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 15.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 15.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

- 15.11 Where the employee makes an election to salary package:
- 15.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 15.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 13, Salaries of Part B, of this Award if the Salary Packaging Agreement had not been entered into.
- 15.12 The Tribunal may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 15.13 The Tribunal will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

16. Appointment and Promotion

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

17. Allowances

- 17.1 Meal Allowances
- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.
- 17.2 Temporary Assignment Allowance
- 17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.
 - 17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.

17.3 Travel Allowances - Conditions

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

17.4 First Aid Allowance

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

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

18. Union Consultation, Access and Activities

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

19. Extended Leave

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

20. Family and Community Service Leave

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

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

21. Leave Without Pay

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

22. Military Leave

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

23. Religious or Cultural Observations

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

24. Parental Leave

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

25. Purchased Leave

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

26. Recreation Leave

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

27. Annual Leave Loading

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

28. Sick Leave

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply. Further:
- 28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.
- 28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.
- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, in the following situations:
- 29.2.1 Jury service.
- 29.2.2 Witness at court - official capacity.
- 29.2.3 Witness at court - other than in official capacity - Crown witness.
- 29.2.4 Called as a witness in a private capacity.
- 29.2.5 Examinations.
- 29.2.6 Association activities.
- 29.2.7 Return home when temporarily living away from home.
- 29.2.8 Return home when transferred to new location.
- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, special leave may be granted for the following situations:
- 29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).
- 29.3.2 First aid training and retraining.
- 29.3.3 Attend retirement preparation seminars (two days).
- 29.3.4 Meetings for financial members of professional or learned societies (up to five days).

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

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

29.5 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 47, Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

30. Study Leave

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

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

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

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

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

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

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

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

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

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

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

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

30.6.1 the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively;

30.6.2 the studies involve research, the results of which are likely to have an impact on the Tribunal's operations;

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

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

- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
 - 30.7.2 financial constraints preclude the grant of study leave; or
 - 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
 - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

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

32. Study Time

- 32.1 Study time is available to develop the skills and versatility of staff members in accordance with this clause and may be granted at the discretion of Chief Executive Officer or nominee.
- 32.2 It shall not be granted to staff members to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- 32.3 Study time may be granted at full pay to staff members who are studying on a part-time basis.
- 32.4 Study time may be used for:
- 32.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 32.4.2 necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or
 - 32.4.3 private study; and/or
 - 32.4.4 accumulation, as outlined in subclause 32.17 of this clause.
- 32.5 Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week.
- 32.6 Where this grant is insufficient to cover essential absences, the necessary extra time can be granted.
- 32.7 Study time granted in excess of four hours per week must be made up.
- 32.8 Staff members who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to two hours study time on a Wednesday afternoon must ensure that they work five hours before proceeding on study time.

- 32.9 A half-day flexi leave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty.
- 32.10 Where staff members have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- 32.11 Study time is not to be taken in any week when classes are not attended.
- 32.12 If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- 32.13 Study time is an expendable grant, which if not used at the nominated time, is lost.
- 32.14 If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.
- 32.15 Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- 32.16 Staff members attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- 32.17 Subject to Tribunal convenience -
- 32.17.1 Staff members may choose to accumulate part or all of their study time.
- 32.17.2 Accumulated study time may be taken in any pattern or at any time.
- 32.18 Correspondence students are granted study time in the manner outlined in subclause 32.8 of this clause, that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week.
- 32.19 Where there is no corresponding face-to-face course, the institution will be asked to indicate the attendance requirements if such a course existed.
- 32.20 Correspondence students may accumulate their study time as outlined in subclause 32.17 of this clause, in order to cover any compulsory residential schools.
- 32.21 Block periods of study time may be granted to staff members in relation to the research and thesis component of: higher degrees, qualifying studies for admission to higher degrees; or Honours studies.
- 32.22 These block periods may be granted on the following basis:
- 32.22.1 Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework, and ten days study time for the thesis/major project component;
- 32.22.2 For qualifying studies entirely by thesis the grant is ten days;
- 32.22.3 For masters degree studies by research and thesis only, the total grant is:
- 32.22.3.1 25 days for courses of two years minimum duration; and
- 32.22.3.2 35 days for courses of three years minimum duration.
- 32.22.4 For doctoral studies, the total grant for the course is 45 days.

- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

33. Reimbursement of Fees

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

34. Overtime

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

35. Public Holidays

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

36. Job Sharing

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

37. Work from Home

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

38. Unsatisfactory Performance, Misconduct or Serious Offence

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

39. Termination of Employment

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

40. Managing Excess Staff

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

41. Secure Employment - Casual Conversion

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

41.2 Casual Conversion

- 41.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
- 41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.
- 41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse.
- 41.2.4 Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement.
- 41.2.5 Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 41.2.6 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 41.2.7 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 41.2.8 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 41.2.3 the employer and employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:
- 41.2.8.1 whether the employee will convert to full-time or part-time employment; and
- 41.2.8.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- 41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- 41.2.10 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

42. Secure Employment - Work Health & Safety

- 42.1 For the purposes of this clause, the following definitions shall apply:
- 42.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- 42.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 42.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 42.2.1 consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
- 42.2.2 provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 42.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 42.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 42.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 42.4 Disputes Regarding the Application of this clause
- 42.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 42.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

43. Anti-Discrimination

- 43.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

44. No Extra Claims

- 44.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

45. Savings of Rights

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

46. Lactation Breaks

- 46.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 46.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 46.3 A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

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

47. Leave for Matters Arising from Domestic Violence

- 47.1 The definition of domestic violence is found in subclause 3.19 of clause 3, Definitions, of this award;
- 47.2 Leave entitlements provided for in clause 20, Family and Community Service Leave, and clause 28, Sick Leave, may be used by staff members experiencing domestic violence;
- 47.3 Where the leave entitlements referred to in subclause 29.2 are exhausted, the Chief Executive Officer shall grant Special Leave as per subclause 29.5;
- 47.4 The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 47.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 47.6 The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

48. Relationship to Other Awards

- 48.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 48.2 The Tribunal will use the outcomes achieved between the Association and Industrial Relations Secretary to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.
- 48.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2015) Award or an award replacing it.
- 48.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

49. Area, Incidence and Duration

- 49.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions, of this award.
- 49.2 The award shall commence on 1 July 2019 and has a nominal expiry date of 30 June 2020. It rescinds and replaces the Crown Employees (Independent Pricing and Regulatory Tribunal 2018) Award published 2 November 2018 (383 I.G. 343).

PART B

MONETARY RATES

Table 1 - Salaries

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

		1-Jul-19 per annum \$
IPART Officer A	Year 1	56,634
	Year 2	60,565
	Year 3	64,498
IPART Officer B	Year 1	69,217
	Year 2	73,150
	Year 3	77,082
IPART Officer C	Year 1	82,589
	Year 2	86,524
	Year 3	90,456
IPART Officer D	Year 1	96,747
	Year 2	100,681
	Year 3	104,613
IPART Officer E	Year 1	111,692
	Year 2	115,624
	Year 3	119,560
IPART Officer F	Year 1	127,424
	Year 2	131,355
	Year 3	135,288
IPART Officer G	Year 1	143,942
	Year 2	147,874
	Year 3	155,012

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 181273 of 2019)

Before Chief Commissioner Kite

21 June 2019

AWARD

Arrangement

PART A

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

PART B

Table 1 - Classification and Remuneration Bands

Table 2 - Audit Professional Level A Pay Points

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

Annexure 2 - Competency Zones, Competency Zone Guidelines and Definitions

Annexure 3 - Audit Office Conditions of Employment

PART A

1. Title

This Award shall be known as Crown Employees' (Audit Office) Award 2019.

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Overtime" is defined in subclause 10.3 of Part A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Service" means continuous service for remuneration purposes.

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

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

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

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

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

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

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

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

3. Statement of Intent

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

4. Parties

4.1 The parties to this Award are:

4.1.1 The Audit Office of New South Wales

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

5. Basis of Employment and Remuneration

5.1 Basis of Employment

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

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

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

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

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

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

5.2 Basis for Calculating Remuneration

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

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

5.3 Broad Remuneration Bands

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

5.4 Variations to Remuneration Bands

Variations to the Remuneration Bands are effective from the beginning of the first full pay period to commence on or after 1 July 2018 for a 2.5% increase.

5.5 Appointment and Progression

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

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

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

5.6 Corporate Administrative Employees

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

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

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

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

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

7. Annual Remuneration Assessment

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

7.1 General

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

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

7.2 Review of Assessment

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

8. Performance Management

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

9. Flexible Work Practices

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

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

9.1 Flexible Working Hours

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

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

9.2 Other Flexible Work Practices

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

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

10. Overtime

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

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

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

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

10.10 Rest Periods

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

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

11. Travel Time and Expenses

11.1 Excess Travel Time

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

11.2 Travel Expenses

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

11.3 Country Travel

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

12. Study Support

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

12.2 The granting of all study support is discretionary.

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

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

13. Anti-Discrimination

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

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

14. Industrial Dispute Settlement Procedure

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

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

15. Deduction of Association Membership Fees

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

16. Secure Employment

16.1 Objective of this Clause

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

16.2 Casual Conversion

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

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

16.2.3 Any casual employee who has a right to elect under paragraph 16.2.1, upon receiving notice under paragraph 16.2.2, or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Audit Office that he or she seeks to elect to convert his or her

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

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

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

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

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

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

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

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

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

16.3 Work Health and Safety

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

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

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

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

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

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

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

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

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

16.4 Disputes Regarding the Application of this clause

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

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

17. Area, Incidence and Duration

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

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

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

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

17.5 This Award rescinds and replaces the Crown Employees (Audit Office) Award 2018 published 2 November 2018 (383 I.G. 295). It shall commence on 1 July 2019 and has a nominal expiry date of 30 June 2020.

PART B

Table 1 - Classifications and Remuneration Bands

Classifications	1 July 2019 to 30 June 2020	
	\$	\$
Audit Professional Level A	41,207	105,739
Audit Professional Level B	99,519	148,309
Audit Professional Level C	139,950	196,583
Corporate Professional Level A	100,005	140,176
Corporate Professional Level B	120,316	186,371
Corporate Administrative Level 1	46,348	58,102
Corporate Administrative Level 2	55,619	70,111
Corporate Administrative Level 3	66,978	85,648
Corporate Administrative Level 4	81,731	103,536

Table 2 - Audit Professional Level A Pay Points

1 July 2019 to 30 June 2020					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	41,207	44,471	49,760	57,535	-
Level 2	63,754	69,195	-	-	-
Level 3	74,638	80,858	87,079	-	-
Level 4	90,189	94,854	99,519	102,626	105,739

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

ANNEXURE 1

Progression Within Audit Professional Level A.

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

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

ANNEXURE 2

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

Remuneration Competency Zones

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

Competency zones are expressed in percentiles of the remuneration band.

Remuneration Competency Zone Definitions

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

Remuneration Competency Zone Guidelines

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

Indicators are:

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

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

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

In determining levels of capability, the following are considered:

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

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

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

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

In determining promotability, the following are considered:

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

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

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

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

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

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

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

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

ANNEXURE 3

AUDIT OFFICE CONDITIONS OF EMPLOYMENT

PART 1

1 - FRAMEWORK

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

2 - ATTENDANCE/HOURS OF WORK

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

3 - TRAVEL ARRANGEMENTS

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

4 - ALLOWANCES AND OTHER MATTERS

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

5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

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

6 - LEAVE

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

7 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 7.1 Staff Development and Training Activities

8 - OVERTIME

- 8.1 Recall to Duty
- 8.2 On-Call (Stand-By) and On-Call Allowance
- 8.3 Overtime Meal Breaks
- 8.4 Overtime Meal Allowances

8.5 Provision of Transport in Conjunction with Working of Overtime

9 - MISCELLANEOUS

9.1 Existing Entitlements

PART 2

MONETARY RATES

Table 1 - Allowances

PART 1

1. Framework

1.1 Work Environment

1.2 Work Health and Safety

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

1.2.1 the development of policies and guidelines for the Audit Office on Work Health, Safety and Rehabilitation

1.2.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in the Audit Office to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the Audit Office to achieve these objectives

1.2.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness

1.2.4 developing strategies to assist the rehabilitation of injured employees

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

1.3 Equality in Employment

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

1.4 Harassment-free Workplace

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

2. Attendance/Hours of Work

2.1 Casual Employment

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

2.1.1 Hours of Work

- 2.1.1.1 A casual employee is engaged and paid on an hourly basis.
- 2.1.1.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 2.1.1.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement, covering the particular class of work or are required by the usual work pattern of the position.

2.1.2 Rate of Pay

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

Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
- 2.1.2.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.
- 2.1.2.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- 2.1.2.4 The loadings specified in subparagraph 2.1.2.2 of this paragraph are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

2.1.3 Overtime

- 2.1.3.1 Casual employees shall be paid overtime for work performed:
 - a) in excess of 9 consecutive hours (excluding meal breaks), or
 - b) in accordance with subclause 10.3 of clause 10, Overtime of Part A, application to the particular class of work, or
 - c) in excess of the daily roster pattern applicable for the particular class of work, or
 - d) in excess of the standard weekly roster of hours for the particular class of work.
- 2.1.3.2 Overtime rates will be paid in accordance with the rates set in clause 10 of Part A.
- 2.1.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subparagraph 2.1.2.2 of this paragraph.

- 2.1.3.4 The loading in lieu of annual leave as set out in subparagraph 2.1.2.3 of this paragraph is not included in the hourly rate for the calculation of overtime payments for casual employees.
- 2.1.4 Leave
- 2.1.4.1 Other than as described under paragraphs 2.1.4, 2.1.5 and 2.1.6 of this subclause, casual employees are not entitled to any other paid or unpaid leave.
- 2.1.4.2 As set out in subparagraph 2.1.2.3 of this paragraph, casual employees will be paid 1/12th in lieu of annual leave.
- 2.1.4.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Auditor-General's Determination 1 dated 27 June 2013.
- 2.1.4.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- a) The Auditor-General must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- i. the employee or employee's spouse is pregnant; or
 - ii. the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 2.1.4.5 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.1.5 Personal Carers entitlement for casual employees
- 2.1.5.1 Casual employees are entitled to unpaid personal leave to care for a Family Member who is ill and requires care. This entitlement is subject to the evidentiary requirements set out in subparagraph 2.1.5.4, and the notice requirements set out in subparagraph 2.1.5.6 of this paragraph.
- 2.1.5.2 The Audit Office and the casual employee shall agree on the period for which the employee will be absent from work. In the absence of agreement, the employee is entitled to be absent from work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 2.1.5.3 The Auditor-General should re-engage a casual employee who has accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 2.1.5.4 The casual employee shall, if required,
- a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or
 - b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 2.1.5.5 In normal circumstances, a casual employee must not take personal leave under this subclause where another person had taken leave to care for the same person.

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

2.1.6 Bereavement entitlements for casual employees

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

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

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

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

2.1.7 Application of other clauses of this Award to casual employees

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

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

2.2 Part-Time Employment

2.2.1 General

2.2.1.1 This clause shall only apply to part-time employees

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

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

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

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

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

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

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

2.2.2 Additional hours

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

- a) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave, or
- b) if working under a Flexible Working Hours scheme under clause 9, Flexible Work Practices of Part A, have the time worked credited as flex time.

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

2.3 Natural Emergencies and Major Transport Disruptions

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

- 2.3.1.1 apply to vary the working hours, and/or
- 2.3.1.2 negotiate an alternative working location with the Audit Office, and/or
- 2.3.1.3 take available personal leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

2.4 Public Holidays

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

2.5 Lactation Breaks

2.5.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or

expressing milk and is in addition to any other rest period and meal break as provided for in this Award.

- 2.5.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 2.5.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 2.5.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 2.5.5 The Audit Office shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 2.5.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 2.5.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 2.5.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise personal leave in accordance with subclause 6.5, Personal Leave, of Annexure 3, or access to the flexible working hours scheme provided in subclause 9.1, Flexible Working Hours, of Part A, where applicable.

3. Travel Arrangements

3.1 Travelling Compensation

- 3.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their place of employment shall be met by the Audit Office, subject to clause 11, Travel Time and Expenses, of Part A.
- 3.1.2 The Audit Office shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 3.1.3 The Audit Office will pay the accommodation directly. Where practicable, employees shall obtain prior approval if required to make their own arrangements for overnight accommodation.

3.2 Meal and Incidental Expenses

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

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

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

- 3.2.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 3.2.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

3.3 Travelling Distance

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

4. Allowances and Other Matters

4.1 Allowance Payable for Use of Private Motor Vehicle

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

- 4.1.1.1 such use will result in greater efficiency or involve the Audit Office in less expense than if travel were undertaken by other means, or
- 4.1.1.2 where the employee is unable to use other means of transport due to a disability.

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

4.1.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

- 4.1.3.1 The casual rate is payable if an employee elects, with the approval of the Audit Office, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 4.1.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.

4.1.4 Deduction from allowance

- 4.1.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and place of employment, as defined in clause 11, Travel Time and Expenses, of Part A, and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 4.1.4.2 Deductions are not to be applied in respect of days characterised as follows:
 - a) when staying away from home overnight, including the day of return from any itinerary

- b) when the employee uses the vehicle on official business and returns it to home prior to travelling to the place of employment by other means of transport at their own expense
- c) when the employee uses the vehicle for official business after normal working hours
- d) when the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this paragraph is exclusive of, and not in addition to, days referred to in sections (a), (b) and (c) of this subparagraph.

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

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

4.2 Damage to Private Motor Vehicle Used for Work

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

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

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

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

4.2.2.1 The damage was sustained on approved work activities; and

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

4.3 Overseas Travel

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

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

4.4.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Audit Office covering the damage to or loss of the personal property of the employee.

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

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

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

- 4.4.2.3 Results from an employee's protection of or attempt to protect Audit Office property from loss or damage.
- 4.4.3 Compensation in terms of paragraph 4.4.2 of this subclause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Auditor-General may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 4.4.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 4.4.5 Compensation for the damage sustained shall be made by the Audit Office where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.
- 4.5 First Aid Allowance
- 4.5.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in the relevant Treasury Circular as issued from time to time.
- 4.5.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 4.5.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:
- 4.5.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites), and
- 4.5.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.5.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.5.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 4.5.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Audit Office needs, and the cost of retraining First Aid Officers, are to be met by the Audit Office.

5. Union Consultation, Access and Activities

5.1 On Duty

- 5.1.1 An Association delegate will be released from the performance of normal Audit Office duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 5.1.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as

provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*

- 5.1.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 5.1.1.3 A reasonable period of preparation time, before-
 - a) meetings with management;
 - b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - c) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time;
- 5.1.1.4 Giving evidence in court on behalf of the employer;
- 5.1.1.5 Presenting information on the Association and Association activities at induction sessions for new staff of the Audit Office; and
- 5.1.1.6 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

5.2 Trade Union Activities Regarded as Special Leave

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

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

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

5.3 Trade Union Training Courses

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

- 5.3.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Audit Office and the Association.
- 5.3.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - c) All travelling and associated expenses being met by the employee or the Association;
 - d) Attendance being confirmed in writing by the Association or a nominated training provider.

5.4 Conditions Applying to on Loan Arrangements

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

- 5.4.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
 - a) As an Executive Member; or
 - b) A member of a Federal Council; or
 - c) Vocational or industry committee.
- 5.4.1.2 Briefing counsel on behalf of the Association;
- 5.4.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- 5.4.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 5.4.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 5.4.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-
 - a) The Audit Office will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;

b) The Audit Office will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.

c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Audit Office and the Association.

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

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

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

5.5 Period of Notice for Trade Union Activities

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

5.6 Access to Facilities by Trade Union Delegates

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

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

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

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

5.7 Responsibilities of the Trade Union Delegate

5.7.1 Responsibilities of the Association delegate are to:

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

5.7.1.2 Participate in the workplace consultative processes, as appropriate;

5.7.1.3 Follow the dispute settling procedure applicable in the workplace;

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

5.7.1.5 Account for all time spent on authorised Association business;

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

- 5.7.1.7 Distribute Association literature/membership forms, under arrangements negotiated between the Audit Office and the Association; and
- 5.7.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

5.8 Responsibilities of the Trade Union

5.8.1 Responsibilities of the Association are to:

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

5.9 Responsibilities of Workplace Management

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

- 5.9.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 5.9.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
- 5.9.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 5.9.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 5.9.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

- 5.9.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, to apply the provisions of subparagraph 5.9.1.5 of this paragraph;
- 5.9.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 5.9.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 5.9.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

5.10 Right of Entry Provisions

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

5.11 Travelling and Other Costs of Trade Union Delegates

5.11.1 Except as specified in subparagraph 5.9.1.3 of subclause 5.9, Responsibilities of Workplace Management, of Annexure 3, of this Award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

5.11.2 In respect of meetings called by the workplace management in terms of subparagraph 5.9.1.3 of subclause 5.9, of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under subclauses 3.1, Travelling Compensation, 3.2, Meal and Incidental Expenses, or 3.3, Travelling distance, of this Annexure.

5.11.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Audit Office, in respect of Association activities covered by special leave or on duty activities provided for in this clause.

5.11.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Audit Office by the Association or the employee.

5.12 Industrial Action

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

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

5.13 Consultation and Technological Change

5.13.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.

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

6. Leave

6.1 Leave - General Provisions

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

6.2 Absence from Work

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

6.3 Applying for Leave

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

6.4 Extended Leave

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

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

6.5 Personal Leave

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

- 6.5.3.3 compassionate grounds
 - 6.5.3.4 bereavement leave
 - 6.5.3.5 emergency or weather conditions, which threatens the employee's property or prevents them from reporting for work
 - 6.5.3.6 attending to unplanned or unforeseen personal responsibilities
 - 6.5.3.7 community services or volunteering for official events or organisations.
- 6.5.4 Unused paid personal leave will accumulate progressively, but will not be paid out on termination of employment.
- 6.5.5 With respect to an illness or injury, the Auditor-General may require an employee to be examined by a medical practitioner nominated by the Auditor-General
- 6.5.6 Employees agree to cooperate with a direction issued to them to attend a medical examination in accordance with this sub clause. If requested to do so, employees also agree to provide their consent to the nominated medical practitioner obtaining their relevant medical records from their treating practitioners for the purposes of that examination.
- 6.5.7 If an employee is directed to attend a medical examination in accordance with this sub clause the cost of this examination or any tests required as a result will be paid by the Audit Office. Reasonable travel costs will also be reimbursed on production of receipts.
- 6.5.8 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating personal leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating personal leave due if the previous personal leave records are available.
- 6.5.9 Paid personal leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 4 days paid personal leave, unless the Audit Office approves otherwise. Paid personal leave in excess of 4 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 6.5.10 Seasonal or relief employees - no paid personal leave shall be granted to temporary employees who are employed for a period of less than 3 months.
- 6.5.11 Personal Leave - Workers' Compensation
- The Audit Office shall advise each employee of the rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give assistance and advice, as necessary, in the lodging of any claim.
- 6.5.12 Personal Leave - Claims Other than Workers' Compensation
- 6.5.12.1 If an employee has a claim for compensation, resulting from a non-work related injury not coverable by the *Workers Compensation Act* 1987, then , personal leave on full pay may, be granted to the employee subject to:
 - a) Any claim made including the value of any period of paid personal leave granted by the Audit Office to the employee, and
 - b) On the payment of a claim as outlined in subparagraph 6.5.12.1, the employee will repay to the Audit Office the monetary value of any such period of personal leave.

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

6.6 Personal Leave - Requirements for Evidence

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

- 6.6.10.2 in respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 6.6.11 This clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- 6.7 Leave Without Pay
- 6.7.1 An employee may be granted leave without pay if good and sufficient reason can be shown and there is no significant detriment to the operational requirements of the Audit Office.
- 6.7.2 Leave without pay may be granted on a full-time or a part-time basis.
- 6.7.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 6.7.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 6.8 Military Leave
- 6.8.1 During the period of 12 months commencing on 1 July each year, the Audit Office may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 6.8.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 6.8.3 Up to 24 working days military leave per financial year may be granted by the Audit Office to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in paragraph 6.8.1 of this subclause.
- 6.8.4 The Audit Office may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 6.8.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in paragraph 6.8.3 of this subclause may be granted Military Leave top up pay by the Auditor-General.
- 6.8.6 Military Leave top up pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 6.8.7 During a period of Military Leave top up pay, an employee will continue to accrue personal leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 6.8.8 At the expiration of military leave in accordance with paragraph 6.8.2 or 6.8.4 of this subclause, the employee shall furnish to the Audit Office a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

6.9 Observance of Essential Religious or Cultural Obligations

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

- 6.9.1.1 the operational requirements of the Audit Office
- 6.9.1.2 the employee providing adequate notice of the need to take time or leave
- 6.9.1.3 the employee obtaining prior approval of the time required or leave applied for
- 6.9.1.4 any time off being made up in a manner approved by the Audit Office.

6.10 Parental Leave

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

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

- 6.10.2.1 for a period up to 9 weeks prior to the expected date of birth, and
- 6.10.2.2 for a further period of up to 12 months after the actual date of birth.
- 6.10.2.3 an employee who has been granted maternity leave and whose child is stillborn may elect to take available personal leave instead of maternity leave.

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

- 6.10.3.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody, or
- 6.10.3.2 for such period, not exceeding 12 months on a full-time basis, as the Auditor-General may determine, if the child has commenced school at the date of the taking of custody.
- 6.10.3.3 special adoption Leave - an employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or personal leave.

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

- 6.10.4.1 short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 6.10.4.2 extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subparagraph 6.10.4.1 of this paragraph. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- 6.10.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 6.10.5.1 applied for parental leave within the time and in the manner determined set out in paragraph 6.10.10 of this subclause; and
 - 6.10.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 6.10.5.3 payment for the maternity, adoption or short other parent leave may be made as follows:
 - a) in advance as a lump sum, or
 - b) fortnightly as normal, or
 - c) fortnightly at half pay, or
 - d) a combination of full pay and half pay.
- 6.10.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 6.10.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave,
 - 6.10.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks,
 - 6.10.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 6.10.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 6.10.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work, or
 - 6.10.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period, or
 - 6.10.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 6.10.8 Except as provided in paragraphs 6.10.5, 6.10.6 and 6.10.7 of this subclause, parental leave shall be granted without pay.
- 6.10.9 Right to request
- 6.10.9.1 An employee who has been granted parental leave in accordance with paragraphs 6.10.2, 6.10.3 or 6.10.4 of this subclause may make a request to the Auditor-General to:

- a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months, or
- b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay),

to assist the employee in reconciling work and parental responsibilities.

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

6.10.10 Notification Requirements

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

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

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

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

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

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

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

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

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

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

6.10.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Audit Office and any number of

times with the consent of the Audit Office. In each case she/he must give the Audit Office at least 14 days' notice of the change unless the Audit Office decides otherwise.

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

6.10.20 Communication during parental leave

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

6.11 Purchased Leave

6.11.1 Employees can apply to purchase additional leave to be used within a 12 month period in accordance with Audit Office policy.

6.11.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

6.11.3 Purchased leave is subject to the following provisions:

- 6.11.3.1 the purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period
- 6.11.3.2 other leave taken during the 12 month purchased leave agreement period i.e. personal leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay
- 6.11.3.3 personal leave cannot be taken during a period of purchased leave
- 6.11.3.4 the purchased leave rate of pay will be the salary for all purposes including superannuation
- 6.11.3.5 overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay
- 6.11.3.6 higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.12 Recreation Leave

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

- 6.12.1.1 employees are to take at least 10 working days of recreation leave every 12 months, except by agreement with the Auditor-General. Recreation leave will be re-credited if an employee is ill, while on recreation leave, and provides a supporting medical certificate to the Audit Office

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

6.13 Special Leave

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

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

7. Training and Professional Development

7.1 Staff Development and Training Activities

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

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

- 7.1.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 7.1.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 7.1.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 7.1.2.1 Activities for which study assistance is appropriate;
 - 7.1.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
 - 7.1.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 7.1.3 Attendance of an employee at activities considered by the Audit Office to be:
- 7.1.3.1 Essential for the efficient operation of the Audit office; or
 - 7.1.3.2 Developmental and of benefit to the NSW public sector.
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 7.1.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Audit Office:
- 7.1.4.1 Recognition that the employees are performing normal duties during the course;
 - 7.1.4.2 Adjustment for the hours so worked under flexible working hours;
 - 7.1.4.3 Payment of course fees;
 - 7.1.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 7.1.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Audit Office is satisfied that the approval to attend constitutes a direction to work overtime under clause 10, Overtime of Part A.
- 7.1.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Audit Office:
- 7.1.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 7.1.5.2 Payment of course fees;
 - 7.1.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 7.1.5.4 Such other conditions as may be considered appropriate by the Audit Office given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.

- 7.1.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the Audit Office, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Audit Office is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 7.1.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

8. Overtime

8.1 Recall to Duty

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

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

- 8.2.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
- 8.2.1.1 entitled to be paid the on-call allowance set out in Part 2 Monetary Rates of Annexure 3, when directed by the Audit Office to be on call or on stand-by for a possible recall to duty outside the employee's working hours,
- 8.2.1.2 if an employee who is on call and is called out by the Audit Office, the overtime provisions as set out clause 10, Overtime, of Part A, shall apply to the time worked,

8.2.1.3 where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

8.3 Overtime Meal Breaks

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

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

8.4 Overtime Meal Allowances

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

8.4.1.1 the time worked is directed overtime,

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

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

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

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

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

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

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

8.5 Provision of Transport in Conjunction with Working of Overtime

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

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

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

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

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

9. Miscellaneous

9.1 Existing Entitlements

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

PART 2

MONETARY RATES

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

Table 1 - Allowances

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

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association, Industrial Organisation of Employees.

(Case No. 201290 of 2019)

Before Chief Commissioner Kite

3 July 2019

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Rates of Pay
4.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
5.	Hours of Work
6.	Overtime
7.	Travelling Time
8.	Leave in Lieu of Overtime
9.	Part-Time Employment
10.	Casual Employment
11.	Public Holidays
12.	Annual Leave
13.	Leave Generally
14.	Introduction of New Technology
15.	Productivity Measures
16.	Clothing Allowance
17.	Disputes/Grievance Settlement Procedures
18.	Anti-Discrimination
19.	Other Conditions of Employment
20.	No Extra Claims
21.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

2. Definitions

"Officer" means and includes all persons employed by the NSW Police Force who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"Clinical Nurse Specialist" means a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurses specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"Nurse" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Service" for the purpose of salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in clause 3, Definitions, in the Public Health System Nurses' & Midwives' (State) Award made on 30 June 2015 as varied.

"Team Leader" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 - Allowances, of Part B.

3. Rates of Pay

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in Table 1 - Salaries, of Part B, Monetary Rates.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

4.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, subject to the NSW Police Force's convenience; and
- (c) casual employees, subject to the NSW Police Force's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Rates of Pay and Part B, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 4.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the employee in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 When an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the NSW Police Force shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the NSW Police Force must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Rates of Pay and Part B, of this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage Packaging Agreement.

5. Hours of Work

- 5.1 The ordinary hours of work shall be as follows:
- a. For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.
 - b. For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.
- 5.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.
- 5.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.
- 5.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:
- Saturday 50%
- Sunday 75%
- 5.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.
- 5.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.
- 5.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.
- 5.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates.

6. Overtime

- 6.1 Subject to 6.2 an employer may require an employee to work reasonable overtime at overtime rates.

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

except as provided for in subclause 6.4 of this clause:

- 6.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.
- 6.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 5.1 of clause 5, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

7. Travelling Time

- 7.1 The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, shall be compensated by time off in lieu.
- 7.2 Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 5.1 of clause 5, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of clause 29, Excess Travelling Time, and clause 30, Waiting Time, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, in excess of 152 hours in any 28-day roster period.

8. Leave in Lieu of Overtime

- 8.1 An officer who, with the approval of the NSW Police Force, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

- a. Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and the NSW Police Force.
- b. Such leave in lieu shall be taken in multiples of a quarter day only.
- c. Subject to the convenience of NSW Police Force leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.

- d. An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

9. Part-Time Employment

- 9.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.
- 9.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 - Allowances, of the said Part B.
- 9.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.
- 9.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.
- 9.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

10. Casual Employment

- 10.1 The parties agree that officers may be employed on a casual basis to suit the needs of the NSW Police Force.
- 10.2 The hourly rate for a casual officer shall be calculated on the following basis:
- $$\frac{\text{appropriate weekly rate}}{38} \quad + 10\%$$
- 10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 10.4 A minimum payment of 3 hours shall be made for each engagement.
- 10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.
- 10.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.
- 10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

10.8 Personal Carers Entitlement for Casual Officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

10.9 Bereavement entitlements for casual officer

- (a) Casual officers 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.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.

11. Public Holidays

- 11.1 Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (i.e., their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officers ordinary salary rate.
- 11.2 Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

12. Annual Leave

- 12.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.
- 12.2 In addition to the leave prescribed in subclause 12.1, of this clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public holidays during the qualifying period of employment for annual leave Additional purposes	Annual Leave
4 to 10 days	1 day
11 to 17 days	2 days
18 to 24 days	3 days
25 to 31 days	4 days
32 or more days	5 days

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officers additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

- 12.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 12.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.
- 12.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

13. Leave Generally

- 13.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 12.5 of clause 12, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 6.1 of clause 6, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.
- 13.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 5.1 of clause 5, Hours of Work.
- 13.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

14. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of officers.

15. Productivity Measures

- 15.1 Nursing staff will review nursing documentation to ensure that the documentation meets current NSW Police Force needs and that documentation is maintained at a satisfactory level.
- 15.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice and appropriate to the needs of NSW Police Force.
- 15.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

16. Clothing Allowance

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

17. Disputes/Grievance Settlement Procedure

- 17.1 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 17.2 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 17.3 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.
- 17.4 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
- (a) Where a dispute/grievance arises at a particular work location discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
 - (b) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Association delegate or workplace representative and the supervising officer.
 - (c) If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force, who will assume responsibility for liaising with Senior Executive Members of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
 - (d) The matter will only be referred to the Industrial Relations Commission if:
 - (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
 - (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 17.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.
- 17.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Employee Relations Unit should be expedited. The status quo shall remain until the matter is resolved.

18. Anti-Discrimination

- 18.1 It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.

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

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

- 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.

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

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

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

19. Other Conditions of Employment

Where this award is silent the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

20. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

21. Area, Incidence and Duration

21.1 This Award shall apply to Nurses employed by NSW Police Force.

21.2 This Award shall operate from 1 July 2019, and shall remain in force until 30 June 2020. Remuneration increases will occur from the beginning of the first full pay period to commence on or after 1 July 2019 as shown in Column B in Tables 1 and 2 below.

21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses')) Award 2018 published 28 November 2018 (383 I.G. 716).

21.4 This Award remains in force until varied or rescinded for the period for which it was made.

PART B
MONETARY RATES

Table 1 - Salaries

	Column A	Column B
	Rate at the commencement of this Award. This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2018	Rate from the beginning of the first full pay period commencing on or after 1.7.2019 (Column A rate +2.5%)
Registered Nurse	\$	\$
1st Year	1147.50	1176.20
2nd Year	1210.60	1240.90
3rd Year	1273.00	1304.80
4th Year	1339.80	1373.30
5th Year	1406.50	1441.70
6th Year	1471.90	1508.70
7th Year	1547.70	1586.40
8th Year	1612.10	1652.40
Clinical Nurse Specialist		
1st Year and thereafter	1678.00	1720.00
Clinical Nurse Consultant		
1st Year and thereafter	2063.10	2114.70

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

Table 2 - Allowances

Item No	Clause No	Description	Column A	Column B
			Rate at the commencement of this Award. This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2018 \$	Rate from the beginning of the first full pay period commencing on or after 1.7.2019 (Column A rate+2.5%) \$
1	2 Definitions	Team leader allowance per shift	28.20	28.95
2	5.8 Hours of Work	On-call allowance during a meal break	14.12	14.47
3	16 Clothing Allowance	Clothing allowance per week	7.50	7.50

P. M. KITE, *Chief Commissioner*

CROWN EMPLOYEES (SAS TRUSTEE CORPORATION) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 181397 of 2019)

Before Chief Commissioner Kite

21 June 2019

AWARD

PART A

SECTION 1 - FRAMEWORK

1. Arrangement

Clause No. Subject Matter

PART A

SECTION 1 - FRAMEWORK

1. Arrangement
2. Title
3. Definitions
4. Parties to the Award
5. Conditions of Employment
6. Coverage
7. Statement of Intent
8. Work Environment
9. Grievance and Dispute Settling Procedures
10. Salaries and Grades

SECTION 2 - ATTENDANCE/HOURS OF WORK

11. Working Hours
12. Casual Employment
13. Part-Time Employment
14. Morning and Afternoon Breaks
15. Meal Breaks and Lactation Breaks
16. Variation of Hours
17. Natural Emergencies and Major Transport Disruptions
18. Notification of Absence from Duty
19. Public Holidays
20. Standard Working Hours
21. Flexible Working Hours
22. Non-Compliance
23. Flexible Work Practices
24. Existing Hours of Work Determinations

SECTION 3 - TRAVEL ARRANGEMENTS

25. Travelling Compensation
26. Assistance with Public Transport Tickets for Travel to Work
27. Excess Travelling Time
28. Waiting Time
29. Meal Expenses on One-Day Journeys
30. Restrictions on Payment of Travelling Allowances
31. Production of Receipts
32. Travelling Distance

SECTION 4 - ALLOWANCES AND OTHER MATTERS

33. Allowance Payable for Use of Private Motor Vehicle
34. Damage to Private Motor Vehicle Used for Work
35. Overseas Travel
36. Exchanges
37. Room at Home Used as Office
38. Semi-Official Telephones
39. Compensation for Damage to or Loss of Employee's Personal Property
40. First Aid Allowance
41. Review of Allowances Payable in Terms of This Award

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

42. Trade Union Activities Regarded as On Duty
43. Trade Union Activities Regarded as Special Leave
44. Trade Union Training Courses
45. Conditions Applying to On Loan Arrangements
46. Period of Notice for Trade Union Activities
47. Access to Facilities by Trade Union Delegates
48. Responsibilities of the Trade Union Delegate
49. Responsibilities of the Trade Union
50. Responsibilities of Workplace Management
51. Right of Entry Provisions
52. Travelling and Other Costs of Trade Union Delegates
53. Industrial Action
54. Consultation and Technological Change
55. Deduction of Trade Union Membership Fees

SECTION 6 - LEAVE

56. Leave - General Provisions
57. Absence from Work
58. Applying for Leave
59. Extended Leave
60. Family and Community Service Leave
61. Leave Without Pay
62. Military Leave
63. Observance of Essential Religious or Cultural Obligations
64. Parental Leave
65. Purchased Leave
66. Recreation Leave
67. Annual Leave Loading

- 68. Sick Leave
- 69. Sick Leave - Requirements for Evidence of Illness
- 70. Sick Leave to Care for a Family Member
- 71. Sick Leave - Workers Compensation
- 72. Sick Leave - Claims Other than Workers Compensation
- 73. Special Leave

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 74. Staff Development and Training Activities
- 75. Study Assistance

SECTION 8 - OVERTIME

- 76. Overtime - General
- 77. Overtime Worked by Day Workers
- 78. Overtime Meal Breaks
- 79. Overtime Meal Allowances
- 80. Rate of Payment for Overtime
- 81. Payment for Overtime or Leave in Lieu
- 82. Calculation of Overtime
- 83. Provision of Transport in Conjunction with Working of Overtime

SECTION 9 - MISCELLANEOUS

- 84. Anti-Discrimination
- 85. Secure Employment
- 86. Existing Entitlements
- 87. Incidence and Duration
- 88. No extra claims

PART B

MONETARY RATES

Table 1 - Allowances

Table 2 - Salary Rates

2. Title

This award shall be known as the Crown Employees (SAS Trustee Corporation) Award 2019.

3. Definitions

- 3.1 Act means the *Government Sector Employment Act 2013*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Agreement means an agreement referred to in section 51 of the Act or an agreement as defined in the *Industrial Relations Act 1996 (NSW)*.
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

- 3.4 At the convenience of means the operational requirements permit the employee's release from duty or that satisfactory arrangements are able to be made for the performance of the employee's duties during the absence.
- 3.5 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.6 Birth means the birth of a child and includes stillbirth.
- 3.7 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.8 Casual Employee means any employee engaged in terms of section 43 of the Act, and any guidelines issued thereof or as amended from time to time.
- 3.9 Chief Executive Officer means the Chief Executive of SAS Trustee Corporation as defined in the *Superannuation Administration Act 1996 (NSW)* or any acting Chief Executive Officer.
- 3.10 Contract hours, for the day for a full time employee, means one fifth of the full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.
- 3.11 Corporation means the SAS Trustee Corporation, as defined in the Act.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Day worker means an employee who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.14 Employees means persons employed by the Corporation under Section 21 of the Act whose positions and rates of pay are set out in Table 2 - Salary Rates of Part B, Monetary Rates, of this award. For the purposes of maternity leave, as set out in clause 64, Parental Leave of this award, employee means a female employee.
- 3.15 Expected date of birth, in relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.
- 3.16 Extended leave means extended (long service) leave to which an employee is entitled under the provisions of the Act, as amended from time to time.
- 3.17 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.18 Flexible working hours debit means the contract hours not worked by an employee and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.19 Flexible working hours scheme means the scheme outlined in clause 21, Flexible Working Hours of this award which enables employees, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.20 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director of Public Employment, Unions NSW and affiliated unions which enables employees to rearrange their work pattern.
- 3.21 Flex leave means a period of leave available to be taken by an employee as specified in subclause 21.16 of clause 21, Flexible Working Hours, of this award.

- 3.22 Full day means the standard full time contract hours for the day, i.e. seven hours.
- 3.23 Full pay or half pay means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.24 Full-time contract hours means the standard weekly hours, that is, 35 hours per week required to be worked.
- 3.25 Full-time employee means an employee whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.26 Half day means half the standard contract hours for the day.
- 3.27 Headquarters means the centre(s) to which an employee is attached or from which an employee is required to operate on a long-term basis.
- 3.28 Industrial action means industrial action as defined in the *Industrial Relations Act 1996* (NSW).
- 3.29 Industrial Relations Secretary means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.
- 3.30 Local Arrangement means an agreement reached at the organisational level between the Chief Executive Officer and the Association.
- 3.31 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.32 Normal hours of duty means:
- for an employee working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for an employee working under a flexible working hours scheme or local arrangement - the hours of duty the Chief Executive Officer requires an employee to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.33 Normal work means, for the purposes of subclause 9.10 of clause 9, Grievance and Dispute Settling Procedures, of this award, the work carried out in accordance with the employee's position or job description at the location where the employee was employed, at the time the grievance or dispute was notified by the employee.
- 3.34 On duty means the time required to be worked for the Corporation. For the purposes of clause 42, Trade Union Activities Regarded as On Duty, of this award, on duty means the time off with pay given by the Corporation to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.35 On loan means an arrangement between the Corporation and the Association where an employee is given leave of absence from the workplace to take up employment with the employee's Association for a specified period of time during which the Association is required to reimburse the Corporation for the employee's salary and associated on-costs.
- 3.36 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 2 - Salary Rates of Part B, Monetary Rates, of this award calculated using the formula set out in clause 12, Casual Employment, of this award.

- 3.37 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive Officer, which, due to its character or special circumstances, cannot be performed during the employees' ordinary hours of duty.
- 3.38 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.39 Part-time employee means an employee whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.40 Prescribed starting time means, for an employee not working under a flexible working hours scheme, the commencement of standard daily hours of that employee. For an employee working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that employee.
- 3.41 Public holiday means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.
- 3.42 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.43 Residence, in relation to an employee, means the ordinary and permanent place of abode of the employee.
- 3.44 Special leave means the employee is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.45 Standard hours are set and regular hours of operation as determined by the Chief Executive Officer in accordance with any direction under the Act. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.46 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer, if the activities to be undertaken are considered to be of relevance or value to the Corporation and/or the public service.
- 3.47 Study Time means the time allowed off from normal duties on full pay to an employee who is studying in a part-time course which is of relevance to the Corporation and/or the public service.
- 3.48 Supervisor means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.49 Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.
- 3.50 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.51 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.52 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.
- 3.53 Workplace Management means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the Corporation or part of the Corporation.

4. Parties to the Award

The parties to this award are:

SAS Trustee Corporation, as defined by the *Government Sector Employment Act 2013*;

Industrial Relations Secretary; and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the SAS Trustee Corporation and the Association.

6. Coverage

The provisions of this Award shall apply to employees employed by the SAS Trustee Corporation under in positions to which the classification structure and/or salary range contained in table 2 of this Award applies.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed by the SAS Trustee Corporation, to encourage the consultative processes at the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of the Corporation's work requirements, are not forfeited.

8. Work Environment

- 8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces covered by this award by:
 - 8.1.1 the development of policies and guidelines for the Corporation and, as and when appropriate for individual organisations, on Work Health, Safety and Rehabilitation;
 - 8.1.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements; and to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies.
 - 8.1.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - 8.1.4 developing strategies to assist the rehabilitation of injured employees;
 - 8.1.5 directly involving the Chief Executive Officer in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The Corporation is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of Corporations are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- 9.6 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.7 An employee, at any stage, may request to be represented by the Association.
- 9.8 The employee or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.9 The employee, the Association, and the Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.10 Whilst the procedures outlined in subclauses 9.1 to 9.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

10. Salaries and Grades

- 10.1 The salaries payable to the employees are prescribed in Table 2 - Salary Rates of Part B, Monetary Rates, of this award.
- 10.2 Positions within SAS Trustee Corporation will be attributed to a classification grade by way of a job evaluation methodology and criteria agreed to by the parties.
- 10.3 The Corporation and employee(s) can agree to salary sacrifice arrangements consistent with the arrangements under the Crown Employees (Public Sector - Salaries 2018) Award or any variation or replacement award.

SECTION 2 - ATTENDANCE/HOURS OF WORK

11. Working Hours

- 11.1 Ordinary hours of work are 35 hours per week.
- 11.2 Where employees work under a flexitime arrangement work hours are averaged over a 4 week period.
- 11.3 The Chief Executive Officer may require an employee to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - 11.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to employee's health and safety,
 - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 11.3.4 the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - 11.3.5 any other relevant matter.
- 11.4 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.

12. Casual Employment

- 12.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
 - 12.2.1 A casual employee is engaged and paid on an hourly basis.
 - 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
 - 12.2.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local arrangement covering the particular class of work or are required by the usual work pattern of the position.
- 12.3 Rate of Pay
 - 12.3.1 Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours.
 - 12.3.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:
 - 15% for work performed on Mondays to Fridays (inclusive)
 - 50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

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

12.3.4 The loadings specified in paragraph 12.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local arrangement covering the particular class of work or are required by the usual work pattern of the position; or
- (b) In excess of the standard weekly roster of hours for the particular class of work; or
- (c) In accordance with a local arrangement.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 77, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

12.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

12.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. In addition to the provisions set out in the *Industrial Relations Act 1996* (NSW), the Chief Executive Officer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

12.6 Personal Carers entitlement for casual employees

12.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 70.4.2 of clause 70, Sick Leave to Care for a

Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

12.6.2 The Chief Executive Officer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

12.6.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee shall, if required,

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

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

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

12.7 Bereavement entitlements for casual employees

12.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Chief Executive Officer).

12.7.2 The Chief Executive Officer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

12.7.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not engage a casual employee are otherwise not affected.

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

12.8 Application of other clauses of this Award to casual employees

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

11	Working Hours
16	Variation of Hours
17	Natural Emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard Working Hours
21-23	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
37	Room at Home Used as Office
38	Semi-Official Telephones
42-48	relating to Trade Union activities
52	Travelling and other costs of Trade Union Delegates
56	Leave - General Provisions
58-73	relating to the various Leave provisions
75	Study Assistance
76	relating to Overtime
81	Payment for Overtime or Leave in Lieu

13. Part-Time Employment

13.1 General

13.1.1 This clause shall only apply to part-time employees whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the Chief Executive Officer. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

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

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

13.1.5 Before commencing part-time work, the Chief Executive Officer and the employee must agree upon:

- (a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time employee; and
- (c) the classification applying to the work to be performed;

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

13.2 Additional hours

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

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or

- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, have the time worked credited as flex time.

13.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 80, Rate of Payment for Overtime, of this award.

14. Morning and Afternoon Breaks

Employees may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Employees may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks and Lactation Breaks

15.1 General meal breaks

15.1.1 Meal breaks must be given to and taken by employees. No employee shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the employee agrees. If the employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (b) where the nature of the work of an employee or a group of employees is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Chief Executive Officer and the Association to provide for payment of a penalty.

15.2 Lactation Breaks

15.2.1 This clause 15.2 applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.

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

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

15.2.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement as per 15.2.2 and 15.2.4 is met. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the employee.

15.2.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

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

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

15.2.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 70, Sick Leave to care for a Family Member, of this Award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this Award, where applicable.

16. Variation of Hours

16.1 If the Chief Executive Officer is satisfied that an employee is unable to comply with the general hours operating in the Corporation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:

16.1.1 the variation does not adversely affect the operational requirements;

16.1.2 there is no reduction in the total number of daily hours to be worked;

16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;

16.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;

16.1.5 no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;

16.1.6 ongoing arrangements are documented; and

16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

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

17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours, of this award; and/or

17.1.2 negotiate an alternative working location with the Corporation; and/or

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

18. Notification of Absence from Duty

18.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible.

18.2 If an employee is absent from duty without authorised leave to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the employee's pay.

19. Public Holidays

19.1 Unless directed to attend for duty by the Chief Executive Officer, an employee is entitled to be absent from duty without loss of pay on any day which is:

19.1.1 a public holiday throughout the State; or

- 19.1.2 a local holiday in that part of the State at or from which the employee performs duty; or
 - 19.1.3 a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.
- 19.2 An employee required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 19.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

20. Standard Working Hours

- 20.1 Standard hours are set and regular with an hour for lunch and, if worked by the employee under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 20.2 Urgent Personal Business - Where an employee needs to attend to urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If an employee is late for work, such employee must either take appropriate leave or, if the Chief Executive Officer agrees, make the time up in accordance with subclause 20.4 of this clause.
- 20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the employee and the Chief Executive Officer.

21. Flexible Working Hours

- 21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 A flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation, shall be extended to an employee working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to an employee working under a part time work arrangement.
- 21.4 Exclusion - Flexible working hours shall not apply to employees, who work permanent standard hours,
- 21.5 Attendance - An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m.
- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the employee up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer.

- 21.9 Settlement period - Unless a local arrangement has been negotiated, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the employee's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - an employee may carry a maximum of 10 hours credit into the next settlement period.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and employee shall develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carryover of flexible working hours debits:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 Any debit of hours outstanding on an employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- 21.14 Cessation of duty - An employee may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the employee's services terminate without a period of notice for reasons other than misconduct; or
- 21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
- 21.14.3 In such other circumstances as have been negotiated between the Chief Executive Officer and the Association.
- 21.14.4 Prior to an employee's last day of service the employee and supervisor shall ensure that the employee does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where an employee ceases duty in the Corporation in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.

21.16 Flex leave - Subject to operational requirements:

21.16.1 An employee may take off one full day or two half days in a settlement period of 4 weeks.

21.16.2 Where it appears an employee may exceed a 10-hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.

21.16.3 Flex leave may be taken on consecutive working days.

21.16.4 Absences on flex leave may be combined with other periods of authorised leave.

21.17 Absence during coretime - Where an employee needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 57, Absence from Work, of this award.

21.18 Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the employee to work standard hours and not flexible hours:

21.18.1 where the Chief Executive Officer decides that the working of flexible hours by an employee or members does not suit the operational requirements of the Corporation or section of the Corporation, the Association shall be consulted, where appropriate; or

21.18.2 as remedial action in respect of an employee who has been found to have deliberately and persistently breached the flexible working hours scheme.

21.19 Easter concession - Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Non-Compliance

In the event of any persistent failure by an employee to comply with the hours of duty required to be worked, the Chief Executive Officer shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to Part 5 of the Act.

23. Flexible Work Practices

23.1 Nothing in this award shall affect the hours of duty of an employee who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.

23.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

24. Existing Hours of Work Determinations

Any existing Determinations on local arrangements in respect of the hours of work which operated in the Corporation or part of the Corporation as at the effective date of this award, shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

25. Travelling Compensation

25.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Corporation.

- 25.2 The Chief Executive Officer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 25.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 25.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 25.5 The Corporation will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 25.6 Subject to subclause 25.11 of this clause, an employee who is required by the Chief Executive Officer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 25.7 If meals are provided by the Corporation at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 25.8 The payment shall be:
- 25.8.1 where the Corporation elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with the prevailing ATO ruling or
 - (b) incidentals as set out in the prevailing ATO ruling , or
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 25.8.2 where the Corporation elects not to pay the accommodation provider the employee shall elect to receive either:
- (a) the appropriate rate of allowance specified in the prevailing ATO ruling , and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out the prevailing ATO ruling .
- 25.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Chief Executive Officer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 25.10 Where an employee is unable to so satisfy the Chief Executive Officer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 25.11 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 64 of the Act and described in the Commentary and Guidelines on temporary staff assignments - section 66 and Cross-Agency Employment (section 65) of the Act.

26. Assistance with Public Transport Tickets for Travel to Work

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

27. Excess Travelling Time

- 27.1 Excess Travelling Time - A employee directed by the Chief Executive Officer to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Chief Executive Officer’s discretion, be compensated for such time either by:
 - 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
 - 27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee’s supervisor.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
 - 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
 - 27.2.2 On a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty, provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
 - 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
 - 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
 - 27.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
 - 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
 - 27.3.6 Working on board ship where meals and accommodation are provided;
 - 27.3.7 Any travel undertaken by an employee whose salary includes an all incidents of employment component;
 - 27.3.8 Time within the flex time bandwidth;
 - 27.3.9 Travel overseas.
- 27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee’s ordinary rate of pay on an hourly basis calculated as follows:

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

- 27.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 27.6 Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 (as set out in the Crown Employees (Public Sector - Salaries 2016) Award and any variation or replacement award) shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 27.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

28. Waiting Time

When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 27, Excess Travelling Time, of this Award

29. Meal Expenses on One-Day Journeys

- 29.1 A employee who is authorised by the Chief Executive Officer to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be reimbursed actual meal expenses properly and reasonably incurred for:-
- 29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 29.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

30. Restrictions on Payment of Travelling Allowances

- 30.1 An allowance under clause 26, Travelling Compensation, of this award is not payable in respect of:
- 30.1.1 Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- 30.1.2 Any period of leave, except with the approval of the Chief Executive Officer or as otherwise provided by this clause; or
- 30.1.3 Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- 30.2 An employee who is in receipt of an allowance under clause 25, Travelling Compensation, shall be entitled to reimbursement of incidental expenses properly and reasonably incurred in the following circumstances:
- 30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or
- 30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location; but is not entitled to any other allowance in respect of the same period.

31. Production of Receipts

Payment of any actual properly and reasonably incurred expenses shall be subject to the production of receipts.

32. Travelling Distance

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

SECTION 4 - ALLOWANCES AND OTHER MATTERS

33. Allowance Payable for Use of Private Motor Vehicle

- 33.1 The Chief Executive Officer may authorise an employee to use a private motor vehicle for work where:
- 33.1.1 Such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - 33.1.2 Where the employee is unable to use other means of transport due to a disability.
- 33.2 An employee who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified the prevailing ATO ruling for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 33.4 of this clause.
- 33.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 33.3.1 The casual rate is payable if an employee elects, with the approval of the Chief Executive Officer, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - 33.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 33.4 Deduction from allowance
- 33.4.1 Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
 - 33.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 33.4.3 of this subclause.
 - 33.4.3 Designated headquarters
 - (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

- (b) A employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

33.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

33.4.5 Where a headquarters has been designated per paragraph 33.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

33.4.6 Deductions are not to be applied in respect of days characterised as follows.

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Corporation is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

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

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

34. Damage to Private Motor Vehicle Used for Work

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

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

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

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

34.2.1 The damage was sustained on approved work activities; and

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

35. Overseas Travel

Unless the Chief Executive Officer determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Corporation to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Premier and Cabinet Circular as issued from time to time.

36. Exchanges

36.1 The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the Corporation or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.

36.2 The conditions applicable to those employees who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case (Item 1 of Table 1 - Allowances of Part B, Monetary Rates).

36.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 45, Conditions Applying to On Loan Arrangements, of this award apply to employees who are loaned to the Association.

37. Room at Home Used as Office

37.1 Where no Corporation office is provided in a particular location - Where it is impractical to provide an office in a particular location, employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Corporation will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 2 of Table 1 - Allowances of Part B, Monetary Rates is payable for the use of a room at home as an office.

37.2 Where an office exists in a particular location - Where a Corporation office or offices already exist in a particular location but the employee and the Chief Executive Officer agree that the employee could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 37.1 of this clause shall not apply in these circumstances.

37.3 Requirements - Arrangements under subclauses 37.1 or 37.2 of this clause shall be subject to:

37.3.1 A formal agreement being reached in respect of the hours to be worked; and

37.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

38. Semi-Official Telephones

38.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.

38.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.

- 38.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:
- 38.3.1 Give decisions, supply information or provide emergency services; and/or
 - 38.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 38.4 Unless better provisions already apply to an employee or an employee has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 38.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;
 - 38.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - 38.4.3 The full cost of official local, STD and ISD calls.
- 38.5 To be eligible for reimbursement, an employee must submit their telephone account and a statement showing details of all official calls, including:
- 38.5.1 Date, time, length of call and estimated cost;
 - 38.5.2 Name and phone number of the person to whom call was made; and
 - 38.5.3 Reason for the call.

39. Compensation for Damage to or Loss of Employee's Personal Property

- 39.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the employee.
- 39.2 If a claim under subclause 39.1 of this clause is rejected by the insurer, the Chief Executive Officer may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 39.2.1 Is due to the negligence of the Corporation, another employee, or both, in the performance of their duties; or
 - 39.2.2 Is caused by a defect in an employee's material or equipment; or
 - 39.2.3 Results from an employee's protection of or attempt to protect Corporation property from loss or damage.
- 39.3 Compensation in terms of subclause 39.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 39.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 39.5 Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

40. First Aid Allowance

- 40.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate specified in Item 3 of Table 1 - Allowances of Part B, Monetary Rates.
- 40.2 The First Aid Allowance will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 40.3 The First Aid Allowance shall not be paid during leave of one week or more.
- 40.4 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 40.5 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Corporation needs, and the cost of retraining First Aid Officers, are to be met by the Corporation.

41. Review of Allowances Payable in Terms of this Award

- 41.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
 - 41.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 25, Travelling Compensation;
 - (b) Clause 29, Meal Expenses on One Day Journeys;
 - (c) Clause 79, Overtime Meal Allowances, for breakfast, lunch and dinner.
 - 41.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
 - (a) Clause 33, Allowances Payable for the Use of Private Motor Vehicle.
 - 41.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
 - (a) Clause 37, Room at Home Used as Office;
 - (b) Clause 79, Overtime Meal Allowances, for supper.
 - 41.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
 - Clause 40, First-Aid Allowance;

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

42. Trade Union Activities Regarded as on Duty

- 42.1 An Association delegate will be released from the performance of normal Corporation duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 42.1.1 Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.
- 42.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 42.1.3 A reasonable period of preparation time, before-
- (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;
- 42.1.4 Giving evidence in court on behalf of the Corporation;
- 42.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;
- 42.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- 42.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Corporation; and
- 42.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

43. Trade Union Activities Regarded as Special Leave

- 43.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 43.1.1 Attendance at annual or biennial conferences of the Association;
- 43.1.2 Attendance at meetings of the Association's Executive, Committee of Management or Councils;
- 43.1.3 Attendance at annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 43.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 43.1.5 Attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;

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

43.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 42, 43 and 44 apply.

44. Trade Union Training Courses

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

44.1.1 Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association.

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

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

45. Conditions Applying to on Loan Arrangements

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

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

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

45.1.2 Briefing counsel on behalf of the Association;

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

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

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

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

- (a) The Corporation will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;

- (b) The Corporation will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive Officer and the Association.

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

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

45.1.9 Where the Chief Executive Officer and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Chief Executive Officer and the Association.

46. Period of Notice for Trade Union Activities

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

47. Access to Facilities by Trade Union Delegates

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

47.1.1 Telephone, facsimile, internet and email facilities;

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

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

48. Responsibilities of the Trade Union Delegate

48.1 Responsibilities of the Association delegate are to:

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

48.1.2 Participate in the workplace consultative processes, as appropriate;

48.1.3 Follow the dispute settling procedure applicable in the workplace;

48.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

48.1.5 Account for all time spent on authorised Association business;

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

48.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive Officer and the Association; and

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

49. Responsibilities of the Trade Union

49.1 Responsibilities of the Association are to:

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

49.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management, of this award;

49.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;

49.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

49.1.5 Apply to the Chief Executive Officer well in advance of any proposed extension to the "on loan" arrangement;

49.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the Corporation are used reasonably and properly; and

49.1.7 Advise Corporation of any leave taken by the Association delegate during the on loan arrangement.

50. Responsibilities of Workplace Management

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

50.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;

50.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;

50.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

50.1.4 Where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;

50.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

50.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, apply the provisions of paragraph 61.1.5 of this clause;

50.1.7 Continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

50.1.8 Verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and

50.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

51. Right of Entry Provisions

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

52. Travelling and Other Costs of Trade Union Delegates

52.1 Except as specified in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management, of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

52.2 In respect of meetings called by the workplace management in terms of paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management, of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 25, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances, of this award.

52.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Corporation or the DPE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.

52.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Corporation by the Association or the employee.

53. Industrial Action

53.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).

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

54. Consultation and Technological Change

54.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between the Corporation and Association.

54.2 The Corporation's management shall consult with the Association prior to the introduction of any technological change.

55. Deduction of Trade Union Membership Fees

55.1 The Association shall provide the Corporation with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

55.2 The Association shall advise the Corporation of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the Corporation at least one month in advance of the variation taking effect.

- 55.3 Subject to 55.1 and 55.2 of this clause, the Corporation shall arrange for the deduction of Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Corporation to make such deductions.
- 55.4 Monies so deducted from an employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 55.5 Unless other arrangements are agreed to by the Corporation and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 55.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

SECTION 6 - LEAVE

56. Leave - General Provisions

- 56.1 The leave provisions contained in this Award apply to all employees other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Executive Officer and the Association.
- 56.2 Unless otherwise specified, part-time employees will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 56.3 Unless otherwise specified in this award a temporary employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 56.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

57. Absence from Work

- 57.1 An employee must not be absent from work unless reasonable cause is shown.
- 57.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence.
- 57.3 If the employee is absent from duty without authorised leave and the Chief Executive Officer shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 57.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 57.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

58. Applying for Leave

- 58.1 An application by an employee for leave under this award shall be made to and dealt with by the Chief Executive Officer.

58.2 The Chief Executive Officer shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Corporation permit this to be done.

59. Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of the Act.

60. Family and Community Service Leave

60.1 The Chief Executive Officer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 60.2 of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause 60.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

60.2 Such unplanned and emergency situations may include, but not be limited to, the following:-

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

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

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

60.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

60.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.

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

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

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

60.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member, of this award.

60.5 Family and community service leave shall accrue as follows:

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

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

60.5.3 one day per year thereafter.

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

- 60.7 If available family and community service leave is exhausted on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 60.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 70, Sick Leave to Care for a Sick Family Member, of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 60.9 A Chief Executive Officer may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

61. Leave Without Pay

- 61.1 The Chief Executive Officer may grant leave without pay to an employee if good and sufficient reason is shown.
- 61.2 Leave without pay may be granted on a full-time or a part-time basis.
- 61.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 61.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 61.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- 61.6 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 61.7 No paid leave shall be granted during a period of leave without pay.
- 61.8 A permanent appointment may be made to the employee's position if:
 - 61.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 61.8.2 the employee is advised of the Corporation's proposal to permanently backfill their position; and
 - 61.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 61.8.4 the Corporation advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 61.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 61.10 The employee does not cease to be employed by the Corporation if their position is permanently backfilled.
- 61.11 Subclause 61.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 64.9.1(a) of clause 64, Parental Leave or to Military Leave.

62. Military Leave

- 62.1 During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to an employee who is a volunteer part-time member of the Defence Force, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 62.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 62.3 Up to 24 working days military leave per financial year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 62.1 of this clause.
- 62.4 The Chief Executive Officer may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Force.
- 62.5 An employee who is requested by the Australian Defence Force to provide additional military services requiring leave in excess of the entitlement specified in subclause 62.3 of this clause may be granted Military Leave Top up Pay by the Chief Executive Officer.
- 62.6 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 62.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Corporations are to continue to make superannuation contributions at the normal rate.
- 62.8 At the expiration of military leave in accordance with subclause 62.3 or 62.4 of this clause, the employee shall furnish to the Chief Executive Officer a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

63. Observance of Essential Religious Or Cultural Obligations

- 63.1 An employee of:
- 63.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 63.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 63.2 Provided adequate notice as to the need for leave is given by the employee to the Corporation and it is operationally convenient to release the employee from duty, the Chief Executive Officer must grant the leave applied for by the employee in terms of this clause.
- 63.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
- 63.3.1 Adequate notice being given by the employee;
- 63.3.2 Prior approval being obtained by the employee; and
- 63.3.3 The time off being made up in the manner approved by the Chief Executive Officer.

63.4 Notwithstanding the provisions of subclauses 63.1, 63.2 and 63.3 of this clause, arrangements may be negotiated between the Corporation and the Association to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

64. Parental Leave

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

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

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

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

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

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

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

64.3.2 For such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.

64.3.3 Special Adoption Leave - An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.

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

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

64.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 64.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

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

64.5.1 applied for parental leave within the time and in the manner determined set out in subclause 64.10 of this clause; and

64.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

64.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:

(a) in advance as a lump sum; or

(b) fortnightly as normal; or

- (c) fortnightly at half pay; or
- (d) a combination of full-pay and half pay.

64.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:

64.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;

64.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

64.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

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

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

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

64.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

64.8 Except as provided in subclauses 64.5, 64.6 and 64.7 of this clause parental leave shall be granted without pay.

64.9 Right to request

64.9.1 An employee who has been granted parental leave in accordance with subclauses 64.2, 64.3 or 64.4 of this clause may make a request to the Chief Executive Officer to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

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

64.10 Notification Requirements

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

- 64.10.2 An employee who wishes to take parental leave must notify the Chief Executive Officer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 64.9 of this clause.
- 64.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 64.10.4 The employee's request and the Chief Executive Officer's decision are to be in writing.
- The employee's request under paragraph 64.9.1 and the Chief Executive Officer's decision made under paragraph 64.9.2 must be recorded in writing.
- 64.10.5 A employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Chief Executive Officer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Chief Executive Officer agrees.
- 64.10.6 An employee on maternity leave is to notify the Corporation of the date on which she gave birth as soon as she can conveniently do so.
- 64.10.7 An employee must notify the Corporation as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 64.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Corporation and any number of times with the consent of the Corporation. In each case she/he must give the Corporation at least 14 days notice of the change unless the Chief Executive Officer decides otherwise.
- 64.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 64.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 64.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 64.13 an Employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Chief Executive Officer approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 64.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Corporation) must be given.
- 64.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave,

extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.

64.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.

64.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:

64.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;

64.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;

64.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.

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

64.19 If such adjustments cannot reasonably be made, the Chief Executive Officer must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

64.20 Communication during parental leave

64.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

64.20.2 The employee shall take reasonable steps to inform the Chief Executive Officer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

64.20.3 The employee shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 64.20.1 of this subclause.

65. Purchased Leave

- 65.1 An employee may apply to enter into an agreement with the Chief Executive Officer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
 - 65.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Corporation business needs and work demands.
 - 65.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - 65.1.3 The leave will count as service for all purposes.
- 65.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
 - 65.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - 65.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 65.3 Purchased leave is subject to the following provisions:
 - 65.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - 65.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - 65.3.3 Sick leave cannot be taken during a period of purchased leave.
 - 65.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 65.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
 - 65.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 65.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The Corporation may make adjustments relating to their salary administration arrangements.

66. Recreation Leave

- 66.1 Accrual
 - 66.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 66.1.2 Recreation leave accrues from day to day.
- 66.2 Limits on Accumulation and Direction to Take Leave
 - 66.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Chief Executive Officer in special circumstances.

- 66.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the employee.
- 66.2.3 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.
- 66.2.4 The Chief Executive Officer shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.
- 66.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Corporation must cooperate in this process. The Corporation may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by the beginning of February of the following year.
- 66.3 Conservation of Leave - If the Chief Executive Officer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer shall:-
- 66.3.1 Specify in writing the period of time during which the excess leave shall be conserved; and
- 66.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 66.3.3 The Chief Executive Officer will inform an employee in writing on a regular basis of the employee's recreation leave accrual.
- 66.4 Miscellaneous
- 66.4.1 Unless a local arrangement has been negotiated between the Chief Executive Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 66.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 66.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 66.4.4 of this subclause.
- 66.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 66.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 66.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 66.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 66.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 64, Parental Leave, of this award.

- 66.4.8 On cessation of employment, an employee is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 66.4.9 An employee to whom paragraph 66.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 66.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 66.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 66.6.1 To the widow or widower of the employee; or
- 66.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 66.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the employee's death, a dependent relative of the employee; or
- 66.6.4 If there is no person entitled under paragraphs 66.6.1, 66.6.2 or 66.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.
- 66.7 Recreation leave does not accrue during leave without pay other than
- 66.7.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 66.7.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 66.7.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 66.7.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 66.7.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

67. Annual Leave Loading

- 67.1 General - Unless more favourable conditions apply to an employee under another industrial instrument, an employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 67.2 to 67.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 67.2 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the employee is paid, the annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 67.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 67.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:

- 67.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 67.4.2 If at least two weeks leave, as set out in paragraph 67.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.
- 67.4.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 67.4.1 of this subclause, is taken.
- 67.4.4 An employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Corporation for any reason other than the employee's serious and intentional misconduct.
- 67.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

68. Sick Leave

- 68.1 Illness in this clause and in clauses 69 and 70 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 68.2 Payment for sick leave is subject to the employee:
- 68.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- 68.2.2 Providing evidence of illness as soon as practicable if required by clause 69, Sick Leave - Requirements for Evidence of Illness, of this award.
- 68.3 If the Chief Executive Officer is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Chief Executive Officer:
- 68.3.1 Shall grant to the employee sick leave on full pay; and
- 68.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 68.4 The Chief Executive Officer may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 68.4.1 is unable to carry out their duties without distress; or
- 68.4.2 risks further impairment of their health by reporting for duty; or
- 68.4.3 is a risk to the health, wellbeing or safety of other employees, Corporational clients or members of the public.
- 68.5 The Chief Executive Officer may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 68.6 Entitlements. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.

- 68.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 68.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 68.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 68.6.4 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 68.6.5 Notwithstanding the provisions of paragraph 68.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 68.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 68.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 68.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 68.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 68.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

69. Sick Leave - Requirements for Evidence of Illness

- 69.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Chief Executive Officer in respect of the absence.
- 69.2 In addition to the requirements under subclause 68.2 of clause 68, Sick Leave, of this award, an employee may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Chief Executive Officer. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Chief Executive Officer for each occasion absent for the balance of the calendar year.
- 69.3 As a general practice backdated medical certificates will not be accepted. However if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Chief Executive Officer is satisfied that the reason for the absence is genuine.
- 69.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Chief Executive Officer will advise them in advance.
- 69.5 If the Chief Executive Officer is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department of Health for advice.
- 69.5.1 The type of leave granted to the employee will be determined by the Chief Executive Officer based on Department of Health advice.

- 69.5.2 If sick leave is not granted, the Chief Executive Officer will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 69.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Corporation.
- 69.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 69.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider, or
- 69.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 69.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 69.7.3 at the Chief Executive Officer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 69.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer satisfactory evidence of illness in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 69.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 69.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 69.9 Subclause 69.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

70. Sick Leave to Care for a Family Member

- 70.1 Where family and community service leave provided for in clause 60 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 70.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 70.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 70.3 If required by the Chief Executive Officer to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 69.6 of clause 69, Sick Leave - Requirements for Evidence of Illness, of this award.
- 70.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 70.4.1 The employee being responsible for the care and support of the person concerned; and
- 70.4.2 The person concerned being:
- (a) a spouse of the employee; or

- (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household,

where for the purposes of this definition:

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

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

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

71. Sick Leave - Workers Compensation

- 71.1 The Chief Executive Officer shall advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 71.2 A employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.
- 71.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Chief Executive Officer shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 71.4 The Chief Executive Officer will ensure that, once received by the Corporation, an employee's workers compensation claim is lodged by the Corporation with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 71.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 71.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 71.7 An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
- 71.8 If an employee notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

- 71.9 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 71.10 If the Chief Executive Officer provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 71.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 71.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 71.12.1 The employee's claim for workers compensation;
 - 71.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 71.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 71.12.4 Action taken by the Chief Executive Officer either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

72. Sick Leave - Claims Other Than Workers Compensation

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

73. Special Leave

- 73.1 Special Leave - Jury Service
- 73.1.1 An employee shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the employee.

- 73.1.2 A employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- 73.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.
- 73.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Corporation.
- 73.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 73.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 73.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 73.3.3 Association Witness - an employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Corporation for the required period.
- 73.4 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.
- 73.5 Special Leave - Examinations -
- 73.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Chief Executive Officer.
- 73.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 73.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 73.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 43, Trade Union Activities Regarded as Special Leave of this award.
- 73.7 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.

- 73.8 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Chief Executive Officer for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

74. Staff Development and Training Activities

- 74.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 74.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 74.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 74.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 74.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 74.2.1 Activities for which study assistance is appropriate;
 - 74.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - 74.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 74.3 Attendance of an employee at activities considered by the Chief Executive Officer to be:
- 74.3.1 Essential for the efficient operation of the Corporation; or
 - 74.3.2 Developmental and of benefit to the NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 74.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation:
- 74.4.1 Recognition that the employees are performing normal duties during the course;
 - 74.4.2 Adjustment for the hours so worked under flexible working hours;
 - 74.4.3 Payment of course fees;
 - 74.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 74.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Chief Executive Officer is satisfied that the approval to attend constitutes a direction to work overtime under clause 76, Overtime - General of this award.
- 74.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Corporation:

- 74.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 74.5.2 Payment of course fees;
 - 74.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 74.5.4 Such other conditions as may be considered appropriate by the Chief Executive Officer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 74.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Chief Executive Officer is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 74.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

75. Study Assistance

- 75.1 The Chief Executive Officer shall have the power to grant or refuse study time for an employee.
- 75.2 Where the Chief Executive Officer approves the grant of study time for an employee, the grant shall be subject to:
- 75.2.1 The course undertaken by the employee being a course relevant to the Corporation and/or the public service and approved by the Chief Executive Officer;
 - 75.2.2 The time being taken at the convenience of the Corporation; and
 - 75.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 75.3 Study time may be granted to both full and part-time employees. Part-time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 75.4 Study time may be used for:
- 75.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 75.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 75.4.3 Private study; and/or
 - 75.4.4 Accumulation, subject to the conditions specified in subclauses 75.6 to 75.9 of this clause.
- 75.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 75.5.1 Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

- 75.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 75.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 75.6 to 75.9 of this clause.
- 75.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- 75.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 75.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 75.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 75.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 75.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 75.12 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 75.13 Repeated subjects - Study time shall not be granted for repeated subjects.
- 75.14 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 75.15 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 75.16 The period granted as examination leave shall include:
- 75.16.1 Time actually involved in the examination;
- 75.16.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 75.17 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 75.18 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 75.19 All employees are eligible to apply and no prior service requirements are necessary.

- 75.20 Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 75.21 Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 75.22 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - OVERTIME

76. Overtime - General

- 76.1 An employee may be directed by the Chief Executive Officer to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 76.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 76.1.2 Any risk to employee health and safety,
 - 76.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 76.1.4 The notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 76.1.5 Any other relevant matter.
- 76.2 Payment for overtime shall be made only where the employee works directed overtime.
- 76.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement provided that, on the day when overtime is required to be performed, the employee shall not be required by the Chief Executive Officer to work more than 7 hours after finishing overtime or before commencing overtime.
- 76.4 Payment for overtime worked shall not be made under this clause if the employee is eligible, under any other industrial instrument, to:
- 76.4.1 Compensation specifically provided for overtime; or
 - 76.4.2 Be paid an allowance for overtime; or
 - 76.4.3 A rate of salary which has been determined as inclusive of overtime.

77. Overtime Worked By Day Workers

- 77.1 The provisions of this clause shall not apply to:

- 77.1.1 Employees covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association;
 - 77.1.2 Employees to whom overtime provisions apply under another industrial instrument;
 - 77.1.3 Employees whose salary includes compensation for overtime; and
 - 77.1.4 Employees who receive an allowance in lieu of overtime.
- 77.2 Rates - Overtime shall be paid at the following rates:
- 77.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements apply;
 - 77.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - 77.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
 - 77.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 77.3 If an employee is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 77.4 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 77.5 Rest Periods
- 77.5.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - 77.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

78. Overtime Meal Breaks

- 78.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.2 Employee working flexible hours - An employee required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.3 Employees Generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

79. Overtime Meal Allowances

- 79.1 If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in the prevailing ATO ruling, provided the Chief Executive Officer is satisfied that:
- 79.1.1 the time worked is directed overtime;
 - 79.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - 79.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
 - 79.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 79.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of actual expenses.
- 79.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 79.4 Receipts shall be provided to the Chief Executive Officer or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.
- 79.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

80. Rate of Payment for Overtime

An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 (as set out in the Crown Employees (Public Sector - Salaries 2018) Award and any variation or replacement award), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Chief Executive Officer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

81. Payment for Overtime or Leave in Lieu

- 81.1 the Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu in accordance with subclause 81.2 of this clause.
- 81.2 The following provisions shall apply to the leave in lieu:-
- 81.2.1 The employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment.
 - 81.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - 81.2.3 The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 70, Sick Leave to Care for a Sick Family Member, of this award apply.
 - 81.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's Corporation or section;

81.2.5 Leave in lieu accrued in respect of overtime shall be given by the Corporation and taken by the employee within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association.

81.2.6 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

82. Calculation of Overtime

82.1 Unless a minimum payment in terms of subclause 77.4 of clause 77, Overtime Worked by Day Workers, of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

82.2 The formula for the calculation of overtime at ordinary rates for employees employed on a five (5) day basis shall be:

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

82.3 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

82.4 Overtime is not payable for time spent travelling.

83. Provision of Transport in Conjunction with Working of Overtime

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

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

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

83.2 Arrangement of Overtime

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

83.3 Provision of Taxis

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

SECTION 9 - MISCELLANEOUS

84. Anti-Discrimination

84.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

84.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

84.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

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

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

84.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

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

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

85. Secure Employment

85.1 Objective of this Clause

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

85.2 Casual Conversion

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

85.2.2 Where the Corporation employs such a casual employee, the Corporation shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the Corporation fails to comply with this notice requirement.

85.2.3 Any casual employee who has a right to elect under paragraph 85.2.1, upon receiving notice under paragraph 85.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Chief Executive Officer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Chief Executive Officer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Chief Executive Officer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about

a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

85.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Chief Executive Officer.

85.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 85.2.3, the Chief Executive Officer and employee shall, in accordance with this paragraph, and subject to paragraph 85.2.3, discuss and agree upon:

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

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

85.2.7 Following an agreement being reached pursuant to paragraph 85.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

85.3 Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

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

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

85.4 Disputes Regarding the Application of this Clause

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

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

86. Existing Entitlements

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

87. Area, Incidence and Duration

87.1 This award removes any doubt that the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 published 21 October 2016 (368 I.G. 884) and all variations thereof do not apply to the employees who are now covered under this award.

87.2 This award rescinds and replaces the Crown Employees (SAS Trustee Corporation) Award 2018 from 1 July 2019 and shall remain in force until 30 June 2020.

88. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

PART B

Table 1: Allowances of Part B - Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Item No	Clause No	Description	Amount FFPP 1.7.2019
1	36.2	Exchanges	Actual cost
2	37.1	Room at home used as office	\$947 pa
3	40.1	First aid allowance	Per annum
		- Holders of basic qualifications	\$910 pa
		- Holders of current occupational first aid certificate	\$1,367 pa

Table 2 - Salary Rates

Clauses 3.14, 6 and 87.2

Grade	Salary rate from first full pay period on or after 1 July 2019 \$
STC Grade 4	81,636
STC Grade 5	90,661
STC Grade 6	96,194
STC Grade 7	103,006
STC Grade 8	110,709
STC Grade 9	117,216
STC Grade 10	126,843

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

LOCAL LAND SERVICES AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 181360 of 2019)

Before Chief Commissioner Kite

21 June 2019

AWARD

Arrangement

Clause No. Subject Matter

PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

- 1. Introduction
- 2. Definitions
- 3. Title
- 4. Area, Incidence and Duration
- 5. Dispute Settlement Procedure
- 6. No Extra Claims

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

- 7. Classifications Structure and Rates of Pay
- 8. Salary Movement
- 9. Probationary Period
- 10. Forms of Employment
- 11. Termination of Employment
- 12. Hours of Work
- 13. Flexible Working Hours
- 14. Leave - General Provisions
- 15. Annual Leave
- 16. Annual Leave Loading
- 17. Sick Leave
- 18. Carer's Leave
- 19. Family and Community Service Leave
- 20. Long Service Leave
- 21. Parental Leave
- 22. Military Leave
- 23. Purchased Leave
- 24. Leave Without Pay
- 25. Observance of Essential Religious and Cultural Obligations
- 26. Other Forms of Paid Leave
- 27. Leave for Matters Arising from Domestic Violence
- 28. Lactation Breaks
- 29. Public Holidays
- 30. Transferred Employees Relocation Costs

31. Overtime
32. Recall to Work
33. On Call Allowance
34. Overtime Meal Breaks
35. Overtime Meal Allowances
36. Leave in Lieu (LIL) or Payment for Overtime
37. Travelling Expenses
38. Excess Travelling Time
39. Business Usage of Private Motor Vehicle
40. Damage to Private Motor Vehicle Used for Work
41. Remote Locations Living Allowance
42. Other Allowances
43. Above Level Assignment Allowance
44. Salary Packaging

SECTION 3 - OTHER MATTERS

45. Consultation Arrangements
46. Trade Union Leave and Activities
47. Work Environment
48. Anti-Discrimination

SECTION 4 - CONDITIONS COVERING SHIFTWORKERS

49. Shift Work
50. Overtime Worked By Shift Workers

SECTION 5 - TRAINING AND PROFESSIONAL DEVELOPMENT

51. Employee Development and Training Activities
52. Study Assistance

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

SCHEDULE B - ALLOWANCES AND EXPENSES

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

SCHEDULE D - TRANSLATION TO NEW CLASSIFICATION STRUCTURE

PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 January 2014 the Local Land Services (LLS) was established pursuant to Part 1, Section 2 of the *Local Land Services Act 2013*.
- 1.2 Employees of LLS are employed as employees of an Executive agency related to a Department as listed in Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 1.3 This Award sets out salaries and conditions of employment for employees in LLS in the classifications specified in this Award.

2. Definitions

- 2.1 Act means the *Government Sector Employment Act 2013*.

- 2.2 Agency Head means the Chair of the Board of Chairs.
- 2.3 Casual Employee means an employee engaged on a casual basis and paid hourly as provided for in subclause 10.5 of this Award.
- 2.4 Dependant means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support.
- 2.5 Dispute Settlement Procedure means the procedure outlined in clause 5.
- 2.6 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.7 Employees means all persons employed by LLS under Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 2.8 Employer means for the purposes of this award is the Chair of the Board of Chairs being the Agency Head or their nominated delegate of the Local Land Services.
- 2.9 Excess Rent is rent which is paid for a private rental property in a new location which is above the affordable rate for the employee as defined in clause 30, Transferred Employee Relocation Costs.
- 2.10 FACSL means Family and Community Service Leave in accordance with clause 19 of this Award.
- 2.11 Family Member means:
- a) A spouse of the employee.
 - b) A de facto spouse is a person of the opposite or same sex to the employee who lives with the employee as the employee's partner on a bona fide domestic basis although not legally married to the employee.
 - c) A child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or of the spouse or de facto spouse of the employee.
 - d) A relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

"Household" means a family group living in the same domestic dwelling.
- 2.12 Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).
- 2.13 Fixed Term Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.
- 2.14 Full-Time Employee means a person who is employed on an ongoing or fixed term basis to work the ordinary hours prescribed in subclause 10.2 of this Award.
- 2.15 Headquarters means the centre(s) to which an employee is assigned or from which an employee is required to operate on a long-term basis.

- 2.16 "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment and Act 2013*.
- 2.17 IRC means Industrial Relations Commission of New South Wales.
- 2.18 Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.
- 2.19 LIL means leave in lieu to be taken in lieu of payment for overtime defined in clause 36 of this Award.
- 2.20 Local Holiday means a holiday which is declared as an additional holiday for a specified part of the State under the Public Holidays Act.
- 2.21 Long Service Leave means extended (long service) leave as provided for in clause 20 of the Award.
- 2.22 LLS means Local Land Services.
- 2.23 LWOP means Leave Without Pay.
- 2.24 On Call means an employee who is required by the Employer to be available outside their normal working hours for recall to work.
- 2.25 Ongoing Employee means a person whose employment continues until the employee resigns or has his or her employment terminated.
- 2.26 Ordinary Working Hours means full time ordinary working hours shall be 38 hours per week Monday to Friday.
- 2.27 Part Time Employee means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.
- 2.28 Reimbursement or "reimbursed" means payment of an expense by the Employer, which is actually incurred by the employee, which the Employer is satisfied is reasonable, and for which adequate evidence is produced by the employee.
- 2.29 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 2.30 Shift means a rostered shift as defined in clause 49 of this Award.
- 2.31 Shift worker means an employee who works rostered shifts as defined in clause 49 of the Award.
- 2.32 Standard Hours means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.
- 2.33 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 2.34 Temporary assignment means an employee is temporarily assigned by the Agency Head or delegate to another role in Local Land Services and is entitled to be paid an allowance if the other role is at a higher grade of work.
- 2.35 Union means an organisation of employees registered under the *Industrial Relations Act 1996* who is a party to this Award.

3. Title

This Award shall be known as the Local Land Services Award 2019.

4. Area, Incidence and Duration

- 4.1 This Award rescinds and replaces the Local Land Services Award 2018 and shall take effect from 1 July 2019 and shall remain in force until 30 June 2020.
- 4.2 Parties to this Award are:
- 4.2.1 The Industrial Relations Secretary as defined in subclause 2.16;
- 4.2.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- 4.2.3 The Australian Workers Union (AWU).
- 4.3 This Award operates to replace any other Award, Agreement or instrument which would otherwise apply, including the following Awards or their replacement Awards:
- Crown Employees Conservation Field Officers (NSW Department of Trade and Investment, Regional Infrastructure and Services and NSW Office of Environment and Heritage) Reviewed Award 2012
- Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award
- Crown Employees (Public Sector - Salaries 2018) Award
- Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
- Crown Employees (Senior Officers Salaries) Award 2012
- Livestock Health and Pest Authorities Salaries and Conditions Award

5. Dispute Settlement Procedure

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

- 5.7 If the matter remains unresolved, the Agency Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 5.8 An employee, at any stage, may request to be represented by the Union.
- 5.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 5.10 The employee, Union and Agency Head shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 5.11 Whilst the procedures outlined in subclauses 5.1 to 5.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving workplace health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Classifications Structure and Rates of Pay

- 7.1 The rates of pay outlined for in Table 1 of Schedule A provide for 36 pay points across the four classification streams.
- 7.2 Employees of LLS shall be employed in one of the following four classification streams and paid salaries according to their classification provided for in Tables 2 to 5 of Schedule A of this Award.
 - Administration and Clerical Stream, Table 2 of Schedule A;
 - Advisory and Technical Stream, Table 3 of Schedule A;
 - Field Operations Stream, Table 4 of Schedule A; and
 - District Veterinarian Stream, Table 5 of Schedule A.
- 7.3 Employees will be paid, where applicable, Work Related Allowances as provided for in Table 1 of Schedule B and Meal, Travel and Other Expense Related Allowances as provided for in Table 2 of Schedule B of this Award.
- 7.4 The Salaries and Work Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2018) Award or any replacement Award.
- 7.5 The Meal, Travel and Other Expense Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement Award.
- 7.6 The transitional arrangements provided for in Schedule C of this Award apply only to former employees of Catchment Management Authorities who are transferred to LLS at the time it is enacted.

8. Salary Movement

- 8.1 Salary Movement for employees employed in the Administration and Clerical Stream, Advisory and Technical Stream, and Field Operations Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework, in addition to the following:
- 8.1.1 Movement within each Grade will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.
 - 8.1.2 Consideration of incremental movement by the Employer, for all employees, will be subject to a satisfactory performance report recommending progression by the manager.
 - 8.1.3 Promotion between grades can only take place if:
 - a) A vacancy exists at a higher grade; and
 - b) The vacancy has been advertised; and
 - c) A comparative assessment process has been followed.
- 8.2 Salary Progression for employees employed in the District Veterinarian Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework in addition to the following:
- 8.2.1 New assignments to be at the grade appropriate for the experience and skill of the assigned employee.
 - 8.2.2 Progression between District Vet Grade 4.4 and District Vet Grade 7.2 is subject to 12 months satisfactory service at each of the previous grades. It is also subject to:
 - a) demonstrating to the Employer a contribution to the achievement of the Animal Biosecurity and Welfare (AB&W) Business Plan identified KPI's; and
 - b) demonstrating to the Employer flexibility in meeting the Local Land Services (LLS) Biosecurity and Emergency Services program requirements in the previous year; and
 - c) demonstrating to the Employer active contribution to working as part of a team with other LLS employees.
 - 8.2.3 In addition to the requirements in 8.2.2 above, progression from Grade 4.4 to Grade 5.1 shall be by application to the Employer and assessment of the following criteria having been satisfied:
 - a) Satisfactory performance and completion of 12 months service at Grade 4.4.
 - b) Obtained an 'Authority as Inspector' under the *Stock Diseases Act 1923*.
 - c) Completion of the following training courses:
 - i) Certificate IV in Government (Statutory Compliance) or current equivalent.
 - ii) SEINS Infringement Notice Training.
 - iii) Equivalent current and relevant course in one or more of (but not limited to): communication, negotiation, planning, research or project management skills.
 - d) Familiarity with and ability to interpret NSW Government Animal Health policy and procedure.

- e) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - i) *Stock Diseases Act 1923.*
 - ii) *Local Land Services Act 2013.*
 - iii) Interstate requirements for movement of livestock.
 - iv) Natural disaster relief policies.
 - v) *Stock (Chemical Residues) Act 1975.*
 - vi) *Veterinary Practice Act 2003.*
 - vii) *Prevention of Cruelty to Animals Act 1979.*
 - viii) *Animal Diseases and Animal Pests (Emergency Outbreaks) Act 1991.*
- f) Demonstrated the following:
 - i) Contribution to the development of the LLS Biosecurity Operational Plan.
 - ii) Achieving identified Key Performance Indicator (KPI) targets in the LLS Biosecurity Operational Plan.
 - iii) Core reporting requirements in the LLS Biosecurity Operational Plan are met in a timely manner.
 - iv) Ability to locate and interpret relevant Livestock Health policy and procedure documents.
 - v) Ability to locate and interpret interstate movement requirements.
 - vi) Competency to record and retrieve data in timely manner to meet requirements of the animal health management system.
 - vii) Meeting standards for recording Livestock Health events within the district for certification and surveillance.
 - viii) Undertaking Continuing Professional Development to meet guidelines of the Veterinary Practitioners Board.
 - ix) Obtain competencies under Emergency Management training to Field Veterinarian Operational standard.
 - x) Ability to supervise other LLS employees or contractors during projects or day to day animal health related matters.
 - xi) Regular attendance and contribution at relevant Biosecurity and Emergency Services related meetings.

8.2.4 Progression from Grade 5.6 to Grade 6.2 shall be by demonstration to the Employer that the following criteria are satisfied:

- a) Meet all the requirements of 8.2.3 plus satisfactory completion of 12 months service at 5.6.

- b) Demonstrated the following:
 - i) Involvement in the development of the LLS Biosecurity Operational Plan in a budgeted and resourced format.
 - ii) All major identified and agreed KPI's as outlined in the LLS Biosecurity Operational Plan have been satisfactorily addressed.
 - iii) Coordination (with respective LLS managers and team leaders) of the ongoing training and development of employees for Livestock Health and Emergency Management related duties.
 - iv) Regular contribution to regional Animal Biosecurity and Emergency Service meetings when held.
 - v) Involvement in discussions of policy and procedure changes at a regional level.
 - vi) Contribution at an appropriate level to the Biosecurity and Emergency Services system as a whole.
- c) Demonstrated competence in the following fields:
 - i) Epidemiology.
 - ii) Diagnosis of diseases of important livestock species.
 - iii) Gross pathology of livestock species.
 - iv) Knowledge of the economic impact of diseases of important livestock species.
 - v) Advising on diseases important to livestock systems within the region.
 - vi) Livestock management systems of significance within the region.

8.2.5 Accelerated Progression

- a) The Employer may consider the granting of accelerated progression within Grades 5.1, 5.3 & 5.6 or Grades 6.2, 6.3 & 7.2 from one Grade to any other Grade, on written application from the District Veterinarian to the Employer.

Such application is to demonstrate that:
 - i) general duties within the Animal Biosecurity and Emergency Services functions are being performed by the District Veterinarian at a superior level (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders); and
 - ii) a significant contribution to the Animal Biosecurity and Emergency Services functions at either a regional, state-wide, national level affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders);
- b) The accelerated progression, if approved shall take effect from one (1) month after the date of lodgement of a successful application to the Employer.
- c) In all cases where an application is declined, the District Veterinarian will receive a written explanation from the Employer.

8.2.6 Progression from Grade 7.2 to Grade 7.3 shall be by application by the District Veterinarian with supporting documentation to the Employer. The Employer will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, an Employer nominee at manager level and within the Biosecurity and Emergency Services function and a nominee at team leader level within the Animal Biosecurity and Welfare function of the LLS. At least one panel member should have sat on a previous panel.

The following criteria must be satisfied:

- a) Satisfactory completion of 12 months service at Grade 7.2.
- b) Demonstrate that, where appropriate, a team approach with leadership by the District Veterinarian is utilised to achieve Biosecurity Operational Plan objectives.
- c) Qualification in a subject relevant to the duties of a District Veterinarian or a combination of training and experience equivalent to such a qualification.
- d) Competencies or equivalent experience sufficient under Emergency Management to perform a Control Centre role at the level of Coordinator or above.
- e) Demonstrated continuing, active and high quality contribution to the Biosecurity and Emergency Services system as a whole, with major or significant contributions to local, regional or state-wide animal health programs.
- f) Contribution to the briefing of senior management and employees on changes to Livestock Health policy and procedure changes and implications to the community and where appropriate, assist with training required by such changes.
- g) High level of skill in the diagnosis, treatment, control, prevention, and management of Livestock Health problems in the important livestock enterprises in the district.
- h) Major input into the adoption of improved Livestock Health practices by industry.
- i) Substantial output of effective advisory material.
- j) Demonstrated cooperation and collaboration with other functional areas, other disciplines, and other agencies.
- k) High level of input into the achievement of the LLS Biosecurity and Emergency Services strategic and operational plans.

8.2.7 Progression from Grade 7.3 to Grade 7.5 shall follow 12 months satisfactory performance at each grade; and

8.2.8 Progression between Grade 7.3 and Grade 7.5 shall also be subject to the applicant demonstrating to the Employer that they continue to perform at the standard that resulted in their progression to Grade 7.3 as per clause 8.2.6.

8.2.9 In all cases where an application for progression is declined, the District Veterinarian will receive from the Employer a written explanation of the reasons for the decision.

8.2.10 If an employee feels that any application for progression has not been reasonably treated, an appeal outlining reasons and expectations, may be made to the LLS Agency Head for review.

8.2.11 Progression above Grade 7.5 (pay point 31) shall only occur if:

- a) a vacancy exists; and
- b) the vacancy has been advertised; and

c) a comparative assessment process has been followed.

8.2.12 Movement from Grade 8.1 to 8.2 will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.

8.2.13 The operative date for payment of the increase under subclauses 8.2.3, 8.2.4, 8.2.5 and 8.2.6 shall be the date on which the successful application was submitted to LLS. In those instances where an application was either unsuccessful or needed to be modified, then the date of lodging a new application which is successful will become the operative date for the payment of the increase.

9. Probationary Period

9.1 All new employees, excluding casuals, will be subject to a probationary period of 3 months.

9.2 The Employer may extend a probationary period up to a maximum of 6 months.

10. Forms of Employment

10.1 The Employer may engage employees on an ongoing employment (full time or part time); or fixed term employment (full-time or part time); or casual basis.

10.2 Ongoing Full Time Employment

A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award.

10.3 Ongoing Part Time Employment

10.3.1 A part time employee shall be engaged to work less than the ordinary hours worked by a full time employee.

10.3.2 Part time work may be undertaken with the agreement of the Employer. Part time work may be undertaken in a part time role or under a part time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.

10.3.3 Part time employees shall be paid at the same hourly rate as a 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.

10.3.4 Part time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part time role or under a part time arrangement.

10.3.5 Additional hours

a) The Employer may request, but not require, a part time employee to work additional hours in excess of their contract hours.

b) The time worked in excess of the employee's contract hours and up to the normal full time hours for the classification, part time employees shall:

i) Be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the employee is entitled to five weeks annual leave, or

ii) If working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award, have the time worked credited as flexible working hours.

- c) For time worked in excess of the full time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 31 in this Award.

10.4 Fixed Term Employment

10.4.1 A fixed term employee may be engaged for a specified project or period; seasonal work; or for parental leave relief on either a full time or part time basis.

10.4.2 A fixed term employee shall be entitled to the same salary and conditions as ongoing employees in the same classification.

10.5 Casual employment

10.5.1 Rate of pay for Casuals

- a) A casual employee will be engaged and paid on an hourly basis.
- b) Casuals will be engaged and paid for a minimum of 3 hours for each occasion required to work.
- c) Engagement on any one occasion, or over a period of time, does not guarantee or give rise to any entitlement to further casual shifts.
- d) When engaged to work casual employees shall be paid the following loading in addition to their rates of pay:

Working Time	Loading
Monday to Friday	15%
Saturdays	50%
Sundays	75%
Public holidays	150%

- e) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- f) The loadings specified in subclause 10.5.1 d) are in recognition of the casual nature of employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

10.5.2 Overtime for Casuals

- a) When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.
- b) If you are directed to work overtime you will be paid the following rates of pay:

Overtime worked	Loading in addition to the ordinary rate of pay
Monday to Friday (first 2 hours)	50%
Monday to Friday (after first 2 hours)	100%
Saturdays (first 2 hours)	50%
Saturdays (after first 2 hours)	100%
Sundays	100%
Public holidays	150%

- c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause 10.5.1 d).

- d) The loading in lieu of annual leave as set out in subclause 10.5.1(e) is not included in the hourly rate for the calculation of overtime payments for casual employees.

10.5.3 Leave for Casuals

Other than provided for in this subclause, casual employees are not entitled to any other forms of paid or unpaid leave:

- a) Casual employees will be paid 1/12th in lieu of annual leave as prescribed at subclause 10.5.1(e);
- b) Long service leave in accordance with clause 20 of this Award;
- c) Casual employees are entitled to unpaid parental leave under chapter 2, Part 4, Division 1, Section 54, entitlement to unpaid parental leave, in accordance with the *Industrial Relations Act 1996*.

The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.

- d) Personal Carers entitlement for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member as described in clause 2 Definitions, of this Award, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in subclause 18.2 of this Award.
 - ii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
 - iii) In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.
- e) Bereavement entitlements for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member as described in clause 2 Definitions, on production of satisfactory evidence (if required by the Employer).
 - ii) The Employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of an agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - iii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual employee are otherwise not affected.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.

10.5.4 Other clauses of this Award

The following clauses of the Award do not apply if you are employed as a casual:

9	Probationary Period
11	Termination of Employment
13	Flexible Working Hours
14	Leave - General Provisions
15	Annual Leave
16	Annual Leave Loading
17	Sick Leave
18	Carer's Leave
19	Family and Community Services Leave
21	Parental Leave
22	Military Leave
23	Purchased Leave
24	Leave Without Pay
25	Observance of Essential Religious and Cultural Obligations
26	Other forms of Paid leave
27	Leave for Matters Arising from Domestic Violence
29	Public Holidays
30	Transferred Employees Relocation Costs
31	Overtime
32	Recall to Work
33	On Call Allowance
36	Leave in Lieu (LIL) or Payment for Overtime
41	Remote Locations Living Allowance
46	Trade Union Leave and Activities

11. Termination of Employment

11.1 The Employer will not terminate an employee's employment unless:

11.1.1 The employee has been given, in writing, the period of notice required by this clause;

11.1.2 The employee is guilty of serious misconduct; or

11.1.3 All relevant legislative provisions have been complied with.

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

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

11.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

11.4 The Employer may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

11.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 11.2 above, or by forfeiting salary in lieu of notice.

- 11.6 Where the Employer has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.
- 11.7 Upon termination of employment an employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 11.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an employee at any time, without notice, for serious misconduct.

12. Hours of Work

- 12.1 The ordinary hours of work shall be 38 hours per week Monday to Friday.
- 12.2 No employee shall be required to work more than five consecutive hours without a meal break.
- 12.3 Meal breaks must be given to and taken by employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration or longer by agreement between the Employer and employee.
- 12.4 The ordinary hours working arrangement shall be 7.6 hours per day with starting and finishing times by agreement between the Employer and the employee or on the basis of working in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.

13. Flexible Working Hours

- 13.1 The parties to this Award may enter into an Agreement for flexible working hours to apply to employees covered by this Award.
- 13.2 Any Agreement provided for in subclause 13.1 shall be linked to the Department of Trade and Investment, Regional Infrastructure and Services Flexible Working Hours Agreement (FWHA) and as such will vary in accordance with the same variations and operative dates that apply to the Trade & Investment FWHA.
- 13.3 In the absence of a Flexible Working Hours Agreement, the Flexible Working Hours conditions that are provided for in clause 21 of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009, or its replacement, shall apply.

14. Leave - General Provisions

- 14.1 An application by an employee for leave under this clause shall be made to and dealt with by the Employer.
- 14.2 The Employer, in dealing with any such application, shall have regard to the business and operational requirements, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- 14.3 All leave will be calculated in a minimum of one minute units.
- 14.4 Part time employees will receive paid leave provisions of this Award on a pro rata basis, calculated according to the number of contracted hours worked per week.
- 14.5 A fixed term employee is eligible to take a period of approved leave during the current period of employment.
- 14.6 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

14.7 Leave to Count for Incremental Purposes.

The following types of paid leave are regarded as service for incremental purposes:

Annual leave;

Sick leave;

Family and community service leave;

Long service leave, full-pay, double-pay and half-pay;

Parental leave, full-pay and half-pay; other paid parental leave;

Purchased Leave at the negotiated purchase leave rate;

Leave without pay totalling five days or less in the incremental period;

Any period of leave without pay where used for the purposes of part time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;

Sick leave without pay;

Other forms of paid leave.

14.8 Leave to count for leave accrual purposes.

The following types of paid leave are regarded as service for leave accrual purposes:

Annual leave;

Sick leave;

Sick leave without pay;

Family and community service leave;

Personal/carers leave;

Long service leave at full-pay;

Long service leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

Long service leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

Paid parental leave at full-pay;

Paid parental leave at half-pay accrues all leave at half the rate;

Unpaid parental leave does not count as service for determining any leave entitlement, except for long service leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

Short paid other parent leave at full-pay;

Short paid other parent leave at half-pay, which accrues all leave at half the rate;

Purchased leave at the negotiated purchased leave rate of pay;

Leave without pay totalling five days or less in the incremental period;

Other forms of paid leave.

15. Annual Leave

- 15.1 Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944*.
- 15.2 Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- 15.3 An employee who takes unpaid parental leave in accordance with this Award is entitled to take annual leave on half pay at the same time.
- 15.4 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 15.5 Limits on accumulation and direction to take leave:
- 15.5.1 Employees must take at least two consecutive weeks of annual leave every 12 months, except by agreement with the Agency Head in special circumstances.
- 15.5.2 Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the employee.
- 15.5.3 The Employer shall notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Employer.
- 15.5.4 The Employer shall notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Employer.
- 15.5.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Employer must cooperate in this process.
- 15.6 Conservation of Leave:
- If the Employer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Employer shall:-
- 15.6.1 Specify in writing the period of time during which the excess shall be conserved; and
- 15.6.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 15.7 Annual leave does not accrue during leave without pay, other than:
- 15.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
- 15.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 15.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;

15.7.4 Incapacity for which compensation is authorised under the Workplace Injury Management and *Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or

15.7.5 Periods which when aggregated, do not exceed 5 working days in any period of 12 months.

15.8 An employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal, accrues additional annual leave at the rate of 5 days per annum.

15.9 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays.

Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave as provided for in subclause 49.7 of this Award.

15.10 An employee entitled to additional annual leave under subclauses 15.8 and 15.9 of this clause, or under subclause 49.7, Shift Work of this Award can elect at any time to cash out the additional annual leave.

16. Annual Leave Loading

16.1 Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.

16.2 The annual leave loading shall be paid to employees subject to the following conditions:

16.2.1 The full entitlement to the loading on annual leave that an employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from work for at least two consecutive weeks annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.

16.2.2 In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.

16.2.3 On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

16.2.4 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

16.3 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.

16.4 Shift workers - Shift workers proceeding on annual leave are eligible to receive the more favourable of:

16.4.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on annual leave; or

16.4.2 17½% annual leave loading.

17. Sick Leave

17.1 An employee is entitled to take paid accrued sick leave in accordance with this clause.

17.2 Sick leave accrues at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.

- 17.3 During the first 4 months of employment, an employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- 17.4 An employee is required to provide evidence of illness from a registered medical practitioner when sick leave exceeds two consecutive days.
- 17.4.1 The reference to medical practitioner in subclause 17.4 shall be; up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or,
- 17.4.2 at the Employer's discretion, another registered health services provider.
- 17.4.3 at the Employer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 17.5 Subject to 17.4 and any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take a total of 5 instances of sick leave due to illness in any one calendar year without the provision of evidence of illness, after which all leave requires evidence of illness from a registered medical practitioner.
- 17.6 Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

18. Carer's Leave

Where family and community service leave provided for in clause 19 of this Award is exhausted or unavailable, an employee with responsibilities in relation to a family member as provided for in clause 2 Definitions who needs the employee's care and support, may elect to use available paid sick leave, when a family member is ill subject to the following:

- 18.1 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Employer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 18.2 If required by the Employer to establish the illness and/or the need for care of the family member concerned, the employee must provide evidence, as required under subclause 17.4, from a registered medical practitioner.

19. Family and Community Service Leave

- 19.1 The Employer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 19.2 of this clause.

Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- 19.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 19.2.1 Compassionate grounds - such as the death or illness of a family member as defined in clause 2 definitions;
- 19.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 19.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from reporting for work;

- 19.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 19.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Employer considers the granting of family and community service leave to be appropriate in a particular case;
 - 19.2.6 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 19.3 The maximum amount of FACSLS that an employee will be granted at ordinary rates is:
- 19.3.1 Two and a half days in the first 12 months of service; or
 - 19.3.2 Five days in any period of two years after the first 12 months of service; or
 - 19.3.3 One day for each completed year of service, less the total amount of any FACSLS already taken by the employee, whichever is the greater.
- 19.4 If available FACSLS is exhausted, on the death of a Family Member or relative, additional paid FACSLS of up to 2 days may be granted on a discrete, per occasion basis to an employee.

20. Long Service Leave

20.1 General

Long Service Leave for employees will accrue and be granted in accordance with the Extended Leave provisions of Schedule 1 and Schedule 2 of the Government Sector Employment Regulation 2014.

20.2 Long Service Leave (LSL) Entitlements

20.2.1 An employee who has completed 10 years of continuous service with the Employer is entitled to LSL of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.

20.2.2 For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days LSL.

20.2.3 Entitlement to leave if employment terminated in special circumstances.

a) An employee with at least 5 years' service but less than 7 years' service whose employment is terminated:

i) by the employee, for reasons of illness, incapacity or domestic or other pressing necessity, or

ii) by the Employer for reasons other than serious and intentional misconduct.

b) The employee is entitled to:

i) for 5 years' service, one month's leave on full pay, and

- ii) for further service in excess of 5 years, additional leave proportionate to the employee's length of service (up to but not including 7 years) calculated at the rate of 3 months leave for 15 years' service.

20.2.4 Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the LSL accrual indicated in subclause 20.2.1 above on a pro rata basis of 4.4 working days per completed year of service.

20.2.5 Employees who are employed part time are entitled to LSL on the same basis as that applying to a full time employee but payment for the leave is calculated on a pro rata basis.

21. Parental Leave

- 21.1 Parental leave includes maternity, adoption and other parent leave.
- 21.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
 - 21.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 21.2.2 For a further period of up to 12 months after the actual date of birth.
 - 21.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 21.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
 - 21.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 21.3.2 For such period, not exceeding 12 months on a full-time basis, as the Employer may determine, if the child has commenced school at the date of the taking of custody.
- 21.4 Special Adoption Leave - An employee shall be entitled to unpaid adoption leave for up to 2 days to attend interviews or examinations for the purposes of adoption. Adoption leave may be taken as a charge against annual leave, long service leave, flexitime or family and community service leave.
- 21.5 Other Parent Leave - Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
 - 21.5.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - 21.5.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subclause 21.5.1 Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 21.6 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
 - 21.6.1 Applied for parental leave within the time and in the manner determined set out in subclause 21.10 of this clause; and

- 21.6.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 21.6.3 Payment for the parental (i.e. maternity, adoption or short other parent leave) may be made as follows:
- a) In advance as a lump sum; or
 - b) Fortnightly as normal; or
 - c) Fortnightly at half pay; or
 - d) A combination of full-pay and half pay.
- 21.7 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time role who is on part time leave without pay when they start parental leave is paid:
- 21.7.1 At the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - 21.7.2 At the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - 21.7.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
 - 21.7.4 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - 21.7.5 At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - 21.7.6 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - 21.7.7 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 21.8 Except as provided in subclause 21.6 of this clause parental leave shall be granted without pay.
- 21.9 Right to request - An employee who has been granted parental leave in accordance with subclause 21.2, 21.3 or 21.5 of this clause may make a request to the Employer to:
- 21.9.1 Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - 21.9.2 Return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the employee in reconciling work and parental responsibilities.
- 21.9.3 The Employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.

21.10 Notification Requirements

- 21.10.1 When the Employer is made aware that an employee or their spouse is pregnant or is adopting a child, the Employer must inform the employee of their entitlements and their obligations under the Award.
- 21.10.2 An employee who wishes to take parental leave must notify the Employer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- a) That she/he intends to take parental leave, and
 - b) The expected date of birth or the expected date of placement, and
 - c) If she/he is likely to make a request under subclause 21.9 of this clause.
- 21.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- a) The date on which the parental leave is intended to start, and
 - b) The period of leave to be taken.
- 21.10.4 Employee's request and the Employer's decision to be in writing
- The employee's request under subclause 21.9 and the Employer's decision made under subclause 21.10 must be recorded in writing.
- 21.10.5 A employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Employer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Employer agrees.
- 21.10.6 An employee on maternity leave is to notify her Employer of the date on which she gave birth as soon as she can conveniently do so.
- 21.10.7 An employee must notify the Employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 21.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Employer and any number of times with the consent of the Employer. In each case she/he must give the Employer at least 14 days' notice of the change unless the Employer decides otherwise.
- 21.10.9 An employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause 21.9 of this clause, and she/he resumes work immediately after the approved leave or work on a part time basis.
- 21.10.10 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee shall be assigned to a role of the same grade and classification as the employee's former role.
- 21.10.11 An employee does not have a right to her/his former role during a period of return to work on a part time basis. If the Employer approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.

- 21.10.12 An employee who has returned to full time work without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Employer) must be given.
- 21.10.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or long service leave or sick leave without pay. An employee may apply for accrued annual leave, long service leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 21.10.14 An employee may elect to take available annual leave or long service leave within the period of parental leave provided this does not extend the total period of such leave.
- 21.11 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 21.11.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
- 21.11.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
- 21.11.3 When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 21.12 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Employer, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 21.13 If such adjustments cannot reasonably be made, the Employer must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 21.14 Communication during parental leave
- 21.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
- b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
- 21.14.2 The employee shall take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 21.14.3 The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this subclause 21.14.

22. Military Leave

- 22.1 During the period of 12 months commencing on 1 July each year, the Employer may grant to an employee who is a volunteer part time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 22.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 22.1 of this clause.
- 22.3 The Employer may grant an employee paid leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 22.4 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 22.2 of this clause may be granted Military Leave Top up Pay by the Employer.
- 22.5 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 22.6 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, annual and long service leave entitlements, and the Employer will continue to make superannuation contributions at the normal rate.
- 22.7 At the expiration of military leave in accordance with subclause 22.2 or 22.3 of this clause, the employee shall furnish to the Employer a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

23. Purchased Leave

- 23.1 An employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 23.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 23.3 The leave must be taken within the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 23.4 The leave will count as service for all purposes.
- 23.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay:
 - 23.5.1 Purchased leave rate means the rate of pay the employee receives when their ordinary rate has been reduced to cover the cost of purchased leave.
 - 23.5.2 To calculate the purchased leave rate of pay, the employees ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 23.6 Purchased leave is subject to the following provisions:
 - 23.6.1 The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.

- 23.6.2 All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, long service leave or leave in lieu, will be paid at the purchased leave rate of pay.
- 23.6.3 Sick leave cannot be taken during a time when purchased leave is being taken.
- 23.6.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 23.6.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- 23.6.6 A higher duties payment will not be paid when purchased leave is being taken.
- 23.7 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

24. Leave Without Pay

- 24.1 The Employer may grant leave without pay to an employee if good and sufficient reason is shown.
- 24.2 Where an employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.
- 24.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 24.4 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

25. Observance of Essential Religious and Cultural Obligations

- 25.1 Provided adequate notice as to the need for leave is given by an employee to the Employer and it is operationally convenient to release the employee from duty, the Employer must grant the leave applied for by the employee for the following:
 - 25.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 25.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- 25.2 Annual, Long Service Leave, flex leave or Leave Without Pay may be utilised to observe the obligations.

26. Other Forms of Paid Leave

- 26.1 Jury Service
 - 26.1.1 An employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the employee.
 - 26.1.2 An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, provide to the Employer any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.

26.1.3 In respect of any period during which an employee was required to be at work the employee shall receive:

- a) Paid leave on ordinary pay where the employee has provided to the Employer a certificate of attendance and pays the attendance fees to the Employer. The employee may retain out of pocket expenses; or
- b) In any other case, at the election of the employee either annual leave on full pay; or leave without pay, if the employee retains the attendance fees.

26.2 Witness at Court - Official Capacity

When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being at work. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

26.3 Witness at Court - Crown Witness

26.3.1 An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted paid leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.

26.3.2 An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for paid leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

26.4 NAIDOC Day

An employee who identifies as an Indigenous Australian shall be granted up to one day paid leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the employee provides reasonable notice to the Employer.

26.5 Domestic Violence

When the leave entitlements referred to in clause 27, Leave for Matters Arising from Domestic Violence have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

26.6 Sport

Family and Community Services Leave may be granted for attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

26.7 Emergency Services

26.7.1 Employees who volunteer may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of their attendance as a volunteer at the emergency.

26.7.2 Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to 10 days paid leave per year, subject to operational convenience. Proof of course attendance and completion is required.

26.7.3 Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted paid leave for the duration of the course, provided the SES advises the Employer that the employee is required to attend. Proof of course attendance and completion is required.

26.7.4 Employees may be granted an additional 1 day of paid leave for rest when they attend a declared emergency for several days as an SES or RFS volunteer.

27. Leave for Matters Arising from Domestic Violence

27.1 Leave entitlements provided for in clauses 17, Sick Leave and 18, Carer's Leave and 19, Family and Community Service Leave, may be used by employees experiencing Domestic Violence.

27.2 Where the leave entitlements referred to in subclause 27.1 above are exhausted, the Employer shall grant paid leave in accordance with subclause 26.5 of this Award.

27.3 The Employer will need to be satisfied, on reasonable grounds that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

27.4 Personal information concerning domestic violence will be kept confidential by the Employer.

27.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

28. Lactation Breaks

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

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

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

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

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

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

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

- 28.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 17, Sick Leave, of this Award, or access to a flexible working hours scheme provided for in clause 13, Flexible Working Hours, of this Award, where applicable.

29. Public Holidays

- 29.1 Unless directed to attend for duty by the Employer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 29.1.1 A public holiday throughout the State; or
 - 29.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
 - 29.1.3 A day between Boxing Day and New Year's Day determined by the Employer as a public holiday.
- 29.2 An employee required by the Employer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 29.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

30. Transferred Employees Relocation Costs

- 30.1 The Employer will offer a relocation package to employees whose roles are relocated to another work location by the Employer and where it requires the employee to relocate their principal place of residence from one town or part of the state to another.
- 30.2 A relocation package will be in accord with the Crown Employees (Transferred Employees Compensation) Award 2009 or an Award replacing that Award.

31. Overtime

31.1 General

An employee may be directed by the Employer to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- 31.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - 31.1.2 Any risk to the employee's health and safety;
 - 31.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the LLS and the effect on client services;
 - 31.1.4 The notice (if any) given by the Employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
 - 31.1.5 Any other relevant matter.
- 31.2 Payment for overtime shall be made only where the employee works directed overtime.
- 31.3 Subject to clause 13, Flexible Working Hours, overtime shall be deemed as the hours directed to be worked before 7.30am, or after 6.00pm, provided that, on the day when overtime is required to be

performed, the employee shall not be required by the Employer to work more than 7.6 hours after finishing overtime or before commencing overtime.

31.4 If an employee is compensated for overtime through any other arrangement, the employee is not entitled to the provisions in this clause.

31.5 The minimum payment in terms of subclause 31.7, Overtime Rates applies, overtime shall not be less than a quarter of an hour.

31.6 Overtime is not payable for time spent travelling.

31.7 Overtime Rates

31.7.1 The provisions of this clause shall not apply to shift workers. Overtime provisions for shift workers are set out in clause 50 of this Award.

31.7.2 Rates - Overtime shall be paid at the following rates:

- a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and double time thereafter for all directed overtime worked outside the employee's ordinary hours of work, if working standard hours, or in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.
- b) Saturday - All overtime worked on a Saturday at the rate of time and one half for the first two hours and double time thereafter.
- c) Sundays - All overtime worked on a Sunday at the rate of double time.
- d) Public Holidays - All time worked on a public holiday at the rate of double time and one half.
- e) An employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for LLS Level 6.5, as varied from time to time, shall be paid for working directed overtime at the rate for LLS Level 6.5, plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

31.8 If an employee is absent from work on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

31.9 An employee who works overtime on a Monday to Friday inclusive, shall be paid a minimum payment of one quarter of one hour at the appropriate rate.

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

31.11 Rest Periods:

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

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

32. Recall to Work

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

33. On-Call Allowance

- 33.1 When required to be on call, an employee shall be:
 - 33.1.1 Paid an allowance as set out in Item 1 of Table 1 of Schedule B;
 - 33.1.2 Available outside of ordinary working hours;
 - 33.1.3 Able to be contacted immediately;
 - 33.1.4 Respond to an emergency/breakdown situation in a reasonable time agreed with the Employer;
and
 - 33.1.5 In a fit state, free of the effects of alcohol or drugs.
- 33.2 If an employee who is on call and is called out by the Employer, the overtime provisions as set out in subclause 31.7 Overtime Rates or overtime worked by shift workers as set out in clause 50, whichever is appropriate shall apply to time worked;
- 33.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

34. Overtime Meal Breaks

- 34.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of work on weekdays, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.2 Employees working flexible hours - An employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing work plus the time taken for lunch, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.3 Employees generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal break after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

35. Overtime Meal Allowances

Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours' notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 10 of Table 2 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

36. Leave in Lieu (LIL) or Payment for Overtime

- 36.1 The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu at the overtime rate in accordance with subclause 31.7 of this Award.
- 36.2 This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick family member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

37. Travelling Expenses

- 37.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Employer.
- 37.2 The Employer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 37.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 37.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 37.5 The Employer will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 37.6 Subject to subclause 37.14 of this clause, an employee who is required by the Employer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses

properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.

- 37.7 If meals are provided by the Employer at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 37.8 For the first 35 days, the payment shall be:
- 37.8.1 Where the Employer elects to pay the accommodation provider the employee shall receive:
- a) The appropriate meal allowance in accordance with the prevailing ATO ruling, and
 - b) Incidentals as set out in the prevailing ATO ruling, and
 - c) Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 37.8.2 Where the Employer elects not to pay the accommodation provider the employee shall elect to receive either:
- a) The appropriate rate of allowance specified in the prevailing ATO ruling, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - b) In lieu of subparagraph a) of this subclause, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in the prevailing ATO ruling.
- 37.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Employer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 37.10 Where an employee is unable to so satisfy the Employer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 37.11 After the first 35 days - If an employee is required by the Employer to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance of 50% of the appropriate location rate as set out in the prevailing ATO ruling.
- 37.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 37.11 of this clause, the Employer could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- 37.13 The return of an employee to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 37.14 This clause does not apply to employees who are on an employee-initiated transfer or secondment in accordance with section 64 of the Act.

38. Excess Travelling Time

- 38.1 Excess Travelling Time - An employee directed by the Employer to travel on official business outside a flexitime bandwidth if working under a Flexible Working Hours Agreement or usual hours of work, for employees working standard hours, to perform work at a location other than normal headquarters or place of work, at the Employer's discretion, will be compensated for such time either by:
- 38.1.1 Payment calculated in accordance with the provisions contained in this clause or

38.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the Employer.

38.2 Compensation shall be subject to the following conditions:

38.2.1 On a non-working day - subject to the provisions of subclauses 38.3.4, 38.3.5 and 38.3.6 of this clause, all time spent travelling on official business;

38.2.2 On a working day - subject to the provisions of subclause 38.3 of this clause, all time spent travelling on official business outside a flexitime bandwidth if working under a Flexible working Hours Agreement or usual hours of work, for employees working standard hours provided the period for which compensation is being sought is more than a half an hour on any one day.

38.3 Compensation for excess travelling time shall exclude the following:

38.3.1 Time normally taken for the periodic journey from home to headquarters and return;

38.3.2 Any periods of excess travel of less than 30 minutes on any one day;

38.3.3 Travel to new headquarters on permanent transfer, if paid leave has been granted for the day or days on which travel is to be undertaken;

38.3.4 Time from 10.00 p.m. on one day to 6.00 a.m. on the following day if sleeping facilities have been provided;

38.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;

38.3.6 Working on board ship where meals and accommodation are provided;

38.3.7 Time within the flex time bandwidth if working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award;

38.3.8 Travel overseas.

38.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis.

38.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

38.6 Employees whose salary is in excess of the rate for LLS Level 5.4 shall be paid travelling time or waiting time calculated at the rate for LLS Level 5.4, plus \$1.00 as adjusted from time to time.

38.7 Time off in lieu or payment for excess travelling time or waiting time will not be approved for more than eight hours in any period of 24 consecutive hours.

39. Business Usage of Private Motor Vehicle

39.1 The Employer may authorise an employee to use a private motor vehicle for work where:

39.1.1 Such use will result in greater efficiency or involve the LLS in less expense than if travel were undertaken by other means; or

39.1.2 Where the employee is unable to use other means of transport due to a disability.

39.2 An employee who, with the approval of the Employer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in the prevailing ATO ruling for the use of such private

motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 39.4 of this clause.

39.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

39.3.1 The casual rate is payable if an employee elects, with the approval of the Employer, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

39.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.

39.4 Deduction from allowance

39.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

39.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per subclause 39.4.3.

39.4.3 Designated headquarters

a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

39.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

39.4.5 Where a headquarters has been designated per subclause 39.4.3 and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

39.4.6 Deductions are not to be applied in respect of days characterised as follows.

a) When staying away from home overnight, including the day of return from any itinerary.

b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.

c) When the employee uses the vehicle for official business after normal working hours.

- d) When the claim shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subclause is exclusive of, and not in addition to, days referred to in subparagraphs a), b) and c) of this subclause.
- e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Employer is satisfied that:
 - i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - ii) the periodical ticket was in fact purchased; and
 - iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

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

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

39.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee shall be entitled to an additional allowance as prescribed in Item 7 of Table 2 of Schedule B.

40. Damage to Private Motor Vehicle Used for Work

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

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

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

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

40.2.1 The damage was sustained on approved work activities; and

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

41. Remote Locations Living Allowance

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

41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or

41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.

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

41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 3 of Table 2 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following

towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in subclauses 41.2.2 and 41.2.3 of this clause;

41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 3 of table 2 of Schedule B; in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;

41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 3 of table 2 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

41.3 The dependant rate for each grade is payable where:

41.3.1 The employee has a dependant as defined in subclause 41.4; and

41.3.2 The employee's dependant(s) resides within the area that attracts the remote area allowance; and

41.3.3 The employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

41.4 For the purposes of this clause dependant is defined as

41.4.1 The spouse of the employee (including a de facto spouse);

41.4.2 Each child of the employee aged eighteen years or under;

41.4.3 Each child of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and

41.4.4 Any other person who is part of the employee's household and who is, in the opinion of the Employer, substantially financially dependent on the employee.

41.5 Fixed term employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.

41.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave

41.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

41.7.1 The employee continues in employment; and

41.7.2 The dependants continue to reside in the area specified; and

41.7.3 Military pay does not exceed the employee's salary plus the remote areas allowance.

If the military salary exceeds the employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Other Allowances

42.1 Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

42.1.1 Amenities

- a) A permanent solid floor structure, externally clad and internally lined.
- b) A bed and mattress and pillow.
- c) A lockable door and windows that are fly screened.
- d) Table and chairs.
- e) Artificial lighting.
- f) Heating if required.
- g) Shower facilities with hot and cold water.
- h) Toilet facilities that are fly proof.
- i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
- j) Adequate supplies of fresh drinking water.

42.1.2 In the event of there being no permanent structure, the Employer shall provide a caravan with amenities equivalent to those required above.

42.1.3 Where the Employer is unable to provide such equipment specified above, with Employer approval the employee shall be:

- a) Reimbursed for the cost of hiring such equipment upon production of receipts; or
- b) Be paid the daily allowance for providing their own equipment as provided for in Item 6 of Table 2 of Schedule B.

42.1.4 An employee may provide their own bedding or sleeping bag and be paid the bedding allowance as set out in Item 2 of Table 2 of Schedule B. Otherwise the Employer shall provide necessary sheets, blankets or sleeping bag.

42.1.5 Camping allowance and amounts per day are as set out in Item 1 of table 2 of Schedule B.

42.2 Home Office Allowance

Where the Employer, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

42.2.1 A formal agreement shall be signed by the Employer and the employee before such official use of the space.

42.2.2 The Employer will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Employer.

42.2.3 The furniture and equipment provided by the Employer shall remain the property of the Employer.

42.2.4 An Allowance per year of an amount set out in Item 4 of table 2 of Schedule B, payable to the employee on a fortnightly basis in arrears, shall be paid by the Employer on commencement of the use of the room after the agreement has been signed.

42.2.5 The amount of the Allowance will increase in accordance with the amount specified in the annual CPI published by the Australian Bureau of Statistics as at June quarter.

42.2.6 If the agreement is cancelled in writing by either party, no further payments shall be paid by the Employer and no amounts shall be refunded by the employee.

42.3 Flying Allowance

Where an employee is required by the Employer to work from an in-flight situation the employee shall be paid an allowance as set out in Item 2 of Table 1 of Schedule B. The flying allowance payable under this subclause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

42.4 Horse Allowance

If the Employer requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 5 of Table 2 of Schedule B for each week or part thereof that the horse is used.

42.5 Dog Allowance

If the Employer requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 6 of table 2 of Schedule B, for each week or part thereof that the dog is used.

43. Above Level Assignments Allowance

43.1 Employees who are authorised by the Employer to perform all the duties of an above level assignment for five or more consecutive days, shall not be paid less than the minimum salary of the higher role. .

43.2 Where in any one period of an above level assignment of five consecutive days or more the employee does not perform the whole of the duties of the higher role, the employee will be paid a percentage as determined by the Employer of the minimum salary of the higher role..

44. Salary Packaging

44.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed in clause 7 or in Table 1 of Schedule A of this Award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

44.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged.

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

44.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:

44.5.1 Any fringe benefits tax liability arising from a salary packaging arrangement; and

44.5.2 Any administrative fees.

44.6 Where the employee makes an election to salary package the following payments made by the Employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

44.6.1 Superannuation Guarantee Contributions;

44.6.2 Any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and

44.6.3 Payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

SECTION 3 - OTHER MATTERS

45. Consultation Arrangements

45.1 The Employer is committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal between the parties to this Award.

45.2 A Joint Consultative Committee (JCC) will be established to facilitate communication and discussion between the parties to help establish cooperation and trust. The JCC will provide a forum for the parties to work together when consultation takes place about workplace change, employment related policies and the review and implementation of this Award.

46. Trade Union Leave and Activities

46.1 LLS will grant special leave with pay to:

46.1.1 Union delegates for undertaking the following activities:

- a) annual or biennial conferences of the delegate's Union;
- b) meetings of the union executive, committee of management or councils;
- c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) attending meetings called by Unions NSW involving the delegate's Union which requires the attendance of a delegate;
- e) giving evidence before an industrial tribunal as a witness for the delegate's Union.

46.1.2 Union members up to a maximum of 12 days in any two year period for undertaking courses organised and conducted for or by the employee's Union or a training provider nominated by the employee's Union;

46.1.3 this leave is granted subject to:

- a) LLS's operational requirements;
- b) the employee's absence being able to be covered by existing employees;

- c) pay being paid at the ordinary hours rate, that is the base rate of pay excluding extraneous payments such as shift allowances, penalty rates, overtime, overtime in lieu, or other costs;
 - d) all travel and associated expenses being met by the employee or the employee's Union;
 - e) the employee's Union or a nominated training provider confirming the employee's attendance in writing;
 - f) the Union advising LLS in writing, in advance and as soon as the date, time and expected duration of meetings, training or activities are known;
- 46.1.4 LLS will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies;
- 46.1.5 LLS will re-credit any flex leave or other leave applied for on the day to which special leave applies;
- 46.2 Subject to operational requirements, Union delegates will be released from the performance of their normal duties and will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:
- 46.2.1 attendance at JCC meetings;
 - 46.2.2 attendance at meetings with management requiring an employee to attend in the capacity of Union delegate;
 - 46.2.3 attendance at disciplinary or grievance meetings where an employee requires the presence of a Union delegate;
 - 46.2.4 giving evidence in court or a similar tribunal on behalf of LLS;
 - 46.2.5 presenting information about the Union to new employees inducted at LLS;
 - 46.2.6 distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours' notice is given to LLS management, unless otherwise agreed between LLS and the Union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- 46.3 Where Union delegates are carrying out Union delegate functions as described in subclause 46.2 above, LLS will:
- 46.3.1 allow the Union delegate reasonable preparation time before attending meetings with management;
 - 46.3.2 allow for reasonable travel time to and from meetings;
 - 46.3.3 meet the approved travel and accommodation costs incurred from meetings called by LLS management;
 - 46.3.4 re-credit any flex leave or other leave applied for on the days which on duty Union delegate responsibilities are required;
 - 46.3.5 provide delegates with reasonable access to the following facilities for authorised Union activities:
 - a) telephone, facsimile, e-mail if available;
 - b) access to staff noticeboards for material authorised by the delegate's Union;

- c) workplace conference or meeting facilities, where available, for meetings with members as agreed with LLS and the delegate's Union.
- 46.4 LLS and the Union may enter into an on-loan arrangement allowing a Union member to be seconded to the Union. This on-loan arrangement is granted subject to:
- 46.4.1 the employee not working on LLS related matters, unless otherwise agreed in advance with LLS;
 - 46.4.2 the Union reimbursing LLS all employee-related costs including salary and on costs such as superannuation, etc. although LLS will continue to be responsible for paying the employee while they are on loan;
 - 46.4.3 written agreement being reached with LLS prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, duration and the cost reimbursement schedule;
 - 46.4.4 the on-loan arrangement being kept to a minimum time;
 - 46.4.5 any application to extend the on-loan arrangement being made in writing to LLS and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;
 - 46.4.6 on-loan arrangements being considered as service with LLS for the purpose of accrual of leave. The Union will advise LLS of any leave taken by the employee while they are on loan;
 - 46.4.7 LLS granting the on-loan arrangement at its discretion to an employee on a full time or a part time basis subject to LLS's operational requirements.

47. Work Environment

- 47.1 Work Health and Safety - The parties to this Award are committed to achieving and maintaining an accident-free and healthy workplace in LSS by:
- 47.1.1 The development of policies and guidelines for the LLS on Work Health, Safety and Rehabilitation;
 - 47.1.2 Assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in LLS and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within LSS to achieve these objectives;
 - 47.1.3 Identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - 47.1.4 Developing strategies to assist the rehabilitation of injured employees;
 - 47.1.5 Involving the Agency Head in the provisions of subclause 47.1.1 to 47.1.4 of this clause.
- 47.2 Equality in employment - The Employer is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 47.3 Harassment free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. The Employer and employees are required to refrain from, or being party to, any form of harassment in the workplace.

48. Anti-Discrimination

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

SECTION 4 - CONDITIONS COVERING SHIFTWORKERS

49. Shift Work

- 49.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings for the period of the shift worked:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- 49.2 The loadings specified in subclause 49.1 of this clause shall only apply to shifts worked from Monday to Friday.

- 49.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 49.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- 49.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- 49.6 Public Holidays - the following shall apply:
- 49.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 49.6.2 A shift worker rostered off work on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day.
- 49.7 Shift Workers Additional leave shall be granted on the following basis:

The number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

- 49.8 The additional leave provided for subclause 49.7 shall be granted after 1 December each year for the preceding 12 months.
- 49.9 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the Employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.
- Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.
- 49.10 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Agency Head.
- 49.11 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours' notice of the proposed change.
- 49.12 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 49.13 If a shift worker continues to work or resumes work without having had eight (8) consecutive hours off work, the shift worker shall be paid overtime in accordance with clause 50, Overtime Worked by Shift Workers, of this Award, until released from work for eight (8) consecutive hours. The shift worker will then be entitled to be off work for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

- 49.14 Time spent off work may be calculated by determining the amount of time elapsed after:
- 49.14.1 The completion of an ordinary rostered shift; or
 - 49.14.2 The completion of authorised overtime; or
 - 49.14.3 The completion of additional travelling time, if travelling in work time, but shall not include time spent travelling to and from the workplace.
- 49.15 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

50. Overtime Worked By Shift Workers

- 50.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not in addition to the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 50.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - 50.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - 50.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - 50.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
 - 50.1.5 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 6.5 (Pay point 26), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 6.5 (Pay point 26) plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 50.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off work.
- 50.3 The rest period off work shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

SECTION 5 - TRAINING AND PROFESSIONAL DEVELOPMENT

51. Employee Development and Training Activities

- 51.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:
- 51.1.1 All employee development courses conducted by a NSW Public Sector organisation;
 - 51.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 51.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

- 51.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities:-
- 51.2.1 Activities for which study assistance is appropriate;
 - 51.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Union); and
 - 51.2.3 Activities which are of no specific relevance to the LLS.
- 51.3 Attendance of an employee at activities considered by the Employer to be:
- 51.3.1 Essential for the efficient operation of the LLS; or
 - 51.3.2 Developmental and of benefit to the LLS;
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 51.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the LLS:
- 51.4.1 Recognition that the employees are performing normal duties during the course;
 - 51.4.2 Adjustment for the hours so worked under flexible working hours;
 - 51.4.3 Payment of course fees;
 - 51.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 51.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Employer is satisfied that the approval to attend constitutes a direction to work overtime under clause 31, Overtime of this Award.
- 51.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the LLS:
- 51.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 51.5.2 Payment of course fees;
 - 51.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 51.5.4 Such other conditions as may be considered appropriate by the Employer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 51.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the LLS, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Employer is able to release the employee, such leave shall be granted as a charge against available flex leave, annual/long service leave or as leave without pay.

51.7 Above Level Assignment Allowance - Payment of an above level assignment allowance is to continue where the employee is in receipt of such allowance and attends a training or developmental activity whilst on duty in accordance with this clause.

52. Study Assistance

52.1 The Employer shall have the power to grant or refuse study time.

52.2 Where the Employer approves the grant of study time, the grant shall be subject to:

52.2.1 The course being a course relevant to the LLS;

52.2.2 The time being taken at the convenience of the LLS; and

52.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.

52.3 Study time may be granted to Ongoing and Fixed Term Full Time employees and Ongoing and Fixed Term Part Time employees. Part Time employees however shall be entitled to a pro-rata allocation of study time to that of a Full Time employee.

52.4 Study time may be used for:

52.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

52.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or

52.4.3 Private study; and/or

52.4.4 Accumulation, subject to the conditions specified in subclauses 52.6 to 52.10 of this clause.

52.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-

52.5.1 Face-to-Face - Employee may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

52.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.

52.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 52.6 to 52.10 of this clause.

52.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the LLS.

52.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the employee and the Employer.

52.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.

52.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.

- 52.10 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 52.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 52.12 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 52.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 52.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 86.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 52.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 52.17 The period granted as examination leave shall include:
- 52.17.1 Time actually involved in the examination;
 - 52.17.2 Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 52.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 52.19 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 52.20 All employees are eligible to apply and no prior service requirements are necessary.
- 52.21 Study leave shall be granted without pay, except where the Employer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Employer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 52.22 Where financial assistance is approved by the Employer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 52.23 Scholarships for Part Time Study - In addition to the study time/study leave provisions under this clause, the Employer may choose to identify courses or educational programmes of particular relevance or value and establish a LLS scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Table 1 - Salary Pay Points

Pay Point	\$ Effective from first full pay after 1 July 2019 2.50%	Grade
1	48,261	1.1
2	49,095	1.2
3	50,718	1.3
4	53,991	1.4
5	57,262	2.1
6	59,841	2.2
7	62,081	2.3
8	64,779	3.1
9	66,682	3.2
10	68,543	3.3
11	70,425	3.4
12	72,418	4.1
13	74,603	4.2
14	76,931	4.3
15	79,297	4.4
16	83,527	5.1
17	85,488	5.2
18	86,757	5.3
19	88,184	5.4
20	91,641	5.5
21	94,327	5.6
22	97,152	6.1
23	100,056	6.2
24	102,707	6.3
25	104,226	6.4
26	107,541	6.5
27	110,745	7.1
28	113,859	7.2
29	118,507	7.3
30	122,038	7.4
31	124,413	7.5
32	128,089	8.1
33	133,519	8.2
34	136,489	8.3
35	141,882	8.4
36	148,134	8.5

Table 2 - Administration and Clerical (A&C) Stream

Classification	Grade	Pay Point
A&C 1 Level 1	1.1	1
A&C 1 Level 2	1.2	2
A&C 1 Level 3	1.3	3
A&C 1 Level 4	1.4	4
Hard Barrier - Comparative Assessment Required		
A&C 2 Level 1	2.1	5
A&C 2 Level 2	2.2	6
A&C 2 Level 3	2.3	7

Hard Barrier - Comparative Assessment Required		
A&C 3 Level 1	3.1	8
A&C 3 Level 2	3.2	9
A&C 3 Level 3	3.3	10
A&C 3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
A&C 4 Level 1	4.1	12
A&C 4 Level 2	4.2	13
A&C 4 Level 3	4.3	14
A&C 4 Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
A&C 5 Level 1	5.2	17
A&C 5 Level 2	5.4	19
A&C 5 Level 3	5.5	20
A&C 5 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&C 6 Level 1	6.1	22
A&C 6 Level 2	6.2	23
A&C 6 Level 3	6.4	25
A&C 6 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&C 7 Level 1	7.1	27
A&C 7 Level 2	7.2	28
A&C 7 Level 3	7.3	29
A&C 7 Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
A&C 8 Level 1	8.1	32
A&C 8 Level 2	8.2	33
A&C 8 Level 3	8.4	35
A&C 8 Level 4	8.5	36

Table 3 - Advisory and Technical (A&T) Stream

Classification	Grade	Pay Point
A&T 1 Level 1	5.2	17
A&T 1 Level 2	5.4	19
A&T 1 Level 3	5.5	20
A&T 1 Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
A&T 2 Level 1	6.1	22
A&T 2 Level 2	6.2	23
A&T 2 Level 3	6.4	25
A&T 2 Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
A&T 3 Level 1	7.1	27
A&T 3 Level 2	7.2	28
A&T 3 Level 3	7.3	29
A&T 3 Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
A&T 4 Level 1	8.1	32
A&T 4 Level 2	8.2	33
A&T 4 Level 3	8.4	35
A&T 4 Level 4	8.5	36

Table 4 - Field Operations (FO) Stream

Classification	Grade	Pay Point
FO1 Level 1	1.3	3
FO1 Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
FO2 Level 1	2.1	5
FO2 Level 2	2.2	6
FO2 Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
FO3 Level 1	3.1	8
FO3 Level 2	3.2	9
FO3 Level 3	3.3	10
FO3 Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
FO4 Level 1	4.1	12
FO4 Level 2	4.2	13
FO4 Level 3	4.3	14
FO4 Level 4	4.4	15

Table 5 - District Veterinarian Stream

Classification	Grade	Pay Point
Level 1	4.4	15
Level 2.1	5.1	16
Level 2.2	5.3	18
Level 2.3	5.6	21
Level 3.1	6.2	23
Level 3.2	6.3	24
Level 3.3	7.2	28
Level 4.1	7.3	29
Level 4.2	7.4	30
Level 4.3	7.5	31
Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33

SCHEDULE B**ALLOWANCES AND EXPENSES****Table 1 - Work Related Allowances**

Item No	Clause No	Allowance	\$ Effective from first full pay after 1 July2019 2.5%
1	33.1	On-call allowance	\$1.00 per hour
2	42.3	Flying allowance	\$21.15 per hour

Table 2 - Meal, Travel and Other Expense Related Allowances

Item No	Clause No	Description	Rates Effective from 1 July 2019 \$
1	42.1.5	Camping allowance	Per night
		Established camp	\$32.80
		Non established camp	43.35
		Additional allowance for employees who camp in excess of 40 nights per year	10.35
2	42.1.4 & 42.1.5	Camping equipment allowance	Per night
		Camping equipment allowance	32.50
		Bedding and sleeping bag	5.50
3	41	Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	2,077
	41.2.2	- Grade B	2,753
	41.2.3	- Grade C	3,678
		Without dependants	
	41.2.1	- Grade A	1,450
	41.2.2	- Grade B	1,930
	41.2.3	- Grade C	2,577
	4	42.2.4	Home Office Allowance
5	42.4	Horse Allowance	11.25 per week
6	42.5	Dog Allowance	\$5.75 per week

Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

The Expense Related Allowances listed in Items 1, 2, 3, 4, 5 and 6 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on changes with the Sydney Consumer Price Index (CPI) for the preceding year to the March of the current year.

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

- Schedule C applies only to former employees of CMA AG who at the time of their transfer to LLS were contracted to work a 35 hour week.
- The following table outlines the clauses and subclause contained in the Award where transitional arrangements apply to employees of LLS in accordance with clause 1 of Schedule C.

Clause	Title	Award clause for 38 hour week employees	Transitional Provision for 35 hour week employees
2	Definitions - Ordinary Working Hours	means full time ordinary working hours shall be 38 hours per week Monday to Friday	means full time ordinary working hours shall be 35 hours per week Monday to Friday
2	Definitions - Part Time Employees	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 35 per week or less than 7 hours per standard work day.
2	Definitions - Standard Hours	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7 hours, Monday to Friday, with a lunch break of one hour.
10.2	Ongoing Full Time Employment	A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award	A full time employee is an employee employed to work ordinary hours of 35 hours per week as provided for in clause 12 of this Award
10.5.2(a)	Overtime for Casuals	When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.	When directed to perform overtime, casual employees shall be paid for hours in excess of 35 hours a week or in excess of 10 hours on any one day.
12.1	Hours of work	The ordinary hours of work shall be 38 hours per week Monday to Friday.	The ordinary hours of work shall be 35 hours per week Monday to Friday.
31.3	Overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7.6 hours after finishing overtime or before commencing overtime.	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7 hours after finishing overtime or before commencing overtime.

The transitional arrangements will remain in force until an employee's:

Employment is terminated, or

Accepts a voluntary transfer to a new role, or

Is regraded to a higher role, or

Is merit selected into a new role.

The transitional arrangements will continue to apply to an employee who obtained a role at the same grade, or at a lower grade, as a result of a change management plan or organisational change.

SCHEDULE D - TRANSLATION TO NEW CLASSIFICATION STRUCTURE

Table 1 - Pay Points to Grade

Pay Point	Grade	Pay Point	Grade	Pay Point	Grade
1	1.1	13	4.2	25	6.4
2	1.2	14	4.3	26	6.5
3	1.3	15	4.4	27	7.1
4	1.4	16	5.1	28	7.2
5	2.1	17	5.2	29	7.3
6	2.2	18	5.3	30	7.4
7	2.3	19	5.4	31	7.5
8	3.1	20	5.5	32	8.1
9	3.2	21	5.6	33	8.2
10	3.3	22	6.1	34	8.3
11	3.4	23	6.2	35	8.4
12	4.1	24	6.3	36	8.5

Table 2 - Administration and Clerical Stream

Administration and Clerical Stream		
Classification	Grade	Pay Point
Customer Service Representative Level 1	1.1	1
Customer Service Representative Level 2	1.2	2
Customer Service Representative Level 3	1.3	3
Customer Service Representative Level 4	1.4	4
Hard Barrier - Comparative Assessment Required		
Customer Services Officer Level 1	2.1	5
Customer Services Officer Level 2	2.2	6
Customer Services Officer Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Senior Customer Services Officer Level 1	3.1	8
Senior Customer Services Officer Level 2	3.2	9
Senior Customer Services Officer Level 3	3.3	10
Senior Customer Services Officer Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
Administration Officer Level 1	4.1	12
Administration Officer Level 2	4.2	13
Administration Officer Level 3	4.3	14
Administration Officer Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
Coordinator Customer Service Level 1	5.2	17
Coordinator Customer Service Level 2	5.4	19
Coordinator Customer Service Level 3	5.5	20
Coordinator Customer Service Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Senior Administration Officer Level 1	5.2	17
Senior Administration Officer Level 2	5.4	19
Senior Administration Officer Level 3	5.5	20
Senior Administration Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Business and Finance Officer Level 1	6.1	22
Business and Finance Officer Level 2	6.2	23
Business and Finance Officer Level 3	6.4	25
Business and Finance Officer Level 4	6.5	26

Hard Barrier - Comparative Assessment Required		
Senior Business and Finance Officer Level 1	7.1	27
Senior Business and Finance Officer Level 2	7.2	28
Senior Business and Finance Officer Level 3	7.3	29
Senior Business and Finance Officer Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Business and Finance Level 1	8.1	32
Manager Business and Finance Level 2	8.2	33
Manager Business and Finance Level 3	8.4	35
Manager Business and Finance Level 4	8.5	36

Table 3 - Advisory and Technical Stream

Advisory and Technical Stream		
Classification	Grade	Pay Point
Land Services Officer Level 1	5.2	17
Land Services Officer Level 2	5.4	19
Land Services Officer Level 3	5.5	20
Land Services Officer Level 4	5.6	21
Senior Biosecurity Officer Level 1	5.2	17
Senior Biosecurity Officer Level 2	5.4	19
Senior Biosecurity Officer Level 3	5.5	20
Senior Biosecurity Officer Level 4	5.6	21
Strategic Land Services Officer Level 1	5.2	17
Strategic Land Services Officer Level 2	5.4	19
Strategic Land Services Officer Level 3	5.5	20
Strategic Land Services Officer Level 4	5.6	21
Hard Barrier - Comparative Assessment Required		
Communications Officer Level 1	6.1	22
Communications Officer Level 2	6.2	23
Communications Officer Level 3	6.4	25
Communications Officer Level 4	6.5	26
Geographic Information Systems Officer Level 1	6.1	22
Geographic Information Systems Officer Level 2	6.2	23
Geographic Information Systems Officer Level 3	6.4	25
Geographic Information Systems Officer Level 4	6.5	26
Senior Land Services Officer Level 1	6.1	22
Senior Land Services Officer Level 2	6.2	23
Senior Land Services Officer Level 3	6.4	25
Senior Land Services Officer Level 4	6.5	26
Senior Strategic Land Services Officer Level 1	6.1	22
Senior Strategic Land Services Officer Level 2	6.2	23
Senior Strategic Land Services Officer Level 3	6.4	25
Senior Strategic Land Services Officer Level 4	6.5	26
Hard Barrier - Comparative Assessment Required		
Team Leader Invasive Species and Plant Health Level 1	7.1	27
Team Leader Invasive Species and Plant Health Level 2	7.2	28
Team Leader Invasive Species and Plant Health Level 3	7.3	29
Team Leader Invasive Species and Plant Health Level 4	7.4	30

Team Leader Land Services Level 1	7.1	27
Team Leader Land Services Level 2	7.2	28
Team Leader Land Services Level 3	7.3	29
Team Leader Land Services Level 4	7.4	30
Team Leader Strategic Land Services Level 1	7.1	27
Team Leader Strategic Land Services Level 2	7.2	28
Team Leader Strategic Land Services Level 3	7.3	29
Team Leader Strategic Land Services Level 4	7.4	30
Hard Barrier - Comparative Assessment Required		
Manager Biosecurity and Emergency Services Level 1	8.1	32
Manager Biosecurity and Emergency Services Level 2	8.2	33
Manager Biosecurity and Emergency Services Level 3	8.4	35
Manager Biosecurity and Emergency Services Level 4	8.5	36
Manager Land Services Level 1	8.1	32
Manager Land Services Level 2	8.2	33
Manager Land Services Level 3	8.4	35
Manager Land Services Level 4	8.5	36
Manager Strategic Land Services Level 1	8.1	32
Manager Strategic Land Services Level 2	8.2	33
Manager Strategic Land Services Level 3	8.4	35
Manager Strategic Land Services Level 4	8.5	36

Table 4 - Field Operations Stream

Field Operations Stream		
Classification	Grade	Pay Point
Conservation Field Officer Level 1	1.3	3
Conservation Field Officer Level 2	1.4	4
Field Officer (Travelling Stock Routes) Level 1	1.3	3
Field Officer (Travelling Stock Routes). Level 2	1.4	4
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Levels 3 and 4	2.1	5
Conservation Field Officer Level 5	2.3	7
Senior Field Officer (Travelling Stock Routes) Level 1	2.1	5
Senior Field Officer (Travelling Stock Routes) Level 2	2.2	6
Senior Field Officer (Travelling Stock Routes) Level 3	2.3	7
Hard Barrier - Comparative Assessment Required		
Conservation Field Officer Level 6	3.2	9
Conservation Field Officer Level 7	3.3	10
Biosecurity Support Officer Level 1	3.1	8
Biosecurity Support Officer Level 2	3.2	9
Biosecurity Support Officer Level 3	3.3	10
Biosecurity Support Officer Level 4	3.4	11
Hard Barrier - Comparative Assessment Required		
Biosecurity Officer Level 1	4.1	12
Biosecurity Officer Level 2	4.2	13
Biosecurity Officer Level 3	4.3	14
Biosecurity Officer Level 4	4.4	15

Ranger (Travelling Stock Routes) Level 1	4.1	12
Ranger (Travelling Stock Routes) Level 2	4.2	13
Ranger (Travelling Stock Routes) Level 3	4.3	14
Ranger (Travelling Stock Routes) Level 4	4.4	15
Hard Barrier - Comparative Assessment Required		
Managing Ranger (Grand parented for present occupants)	5.1 \$81,490 p/a from FFPP 1.7.2018	16

Table 5 - District Veterinarian Stream

District Veterinarian Stream (Personal Progression)		
Classification	Grade	Pay Point
District Vet Level 1	4.4	15
District Vet Level 2.1	5.1	16
District Vet Level 2.2	5.3	18
District Vet Level 2.3	5.6	21
District Vet Level 3.1	6.2	23
District Vet Level 3.2	6.3	24
District Vet Level 3.3	7.2	28
District Vet Level 4.1	7.3	29
District Vet Level 4.2	7.4	30
District Vet Level 4.3	7.5	31
Hard Barrier - Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33
Senior District VET (Grand parented for present occupants)	8.3 \$133,160 p/a from FFPP 1.7.2018	34

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

NSW HEALTH SERVICE ALLIED HEALTH ASSISTANTS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, Industrial Organisation of Employees.

(Case No. 18070 of 2016)

Before The Honourable Mr Deputy President Harrison
Chief Commissioner Kite
Commissioner Newall

19 April 2018

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification of Allied Health Assistants
4.	Qualifications
5.	Salaries
6.	Conditions of Service
7.	Dispute Resolution
8.	Anti-Discrimination
9.	No Extra Claims
10.	Translation Arrangements
11.	Area, Incidence and Duration

SCHEDULE A - DISCIPLINES WHICH UTILISE ALLIED HEALTH ASSISTANTS

SCHEDULE B - CLASSIFICATIONS AND QUALIFICATIONS FOR ALLIED HEALTH ASSISTANT POSITIONS

PART B

MONETARY RATES

Table 1 - Salary Rates

Table 2 - Transition Arrangements

2. Definitions

"Allied Health Assistant" An Allied Health Assistant works under the supervision and direction of an allied health professional to perform clinical and non-clinical duties. The Allied Health Assistant may be engaged to work in a discipline specific area or assist in the delivery of allied health services across a multi-disciplinary team.

"Clinical Duties" include therapeutic and program related activities and may include the identification and reporting of changes in the client's condition.

"Direct Supervision" means that a supervising Allied Health Professional is physically present to observe and direct the activities of an Allied Health Assistant.

"Employer" means the Secretary of the NSW Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Secretary).

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Indirect Supervision" is when the supervising Allied Health Professional is on-site, yet not physically present whilst the Allied Health Assistant undertakes activities as previously delegated by the Allied Health Professional. Procedures are to be in place to ensure the supervising Allied Health Professional is contactable to provide further direction if required.

"Recognition of Prior Learning {RPL}" means the process whereby an employee has their qualifications, skills and/or knowledge assessed for equivalence, by a Registered Training Organisation, against the identified set of competencies for placement at Level 2 or Level 3 Allied Health Assistant.

"Remote Supervision" is when the Allied Health Professional is off-site whilst an Allied Health Assistant undertakes activities previously delegated by the Allied Health Professional. Procedures are to be in place to ensure that the supervising Allied Health Professional is contactable to provide further direction if required. This may include the use of technologies such as teleconferencing or videoconferencing.

"Service" means service as an employee with the employer both before and after the commencement of the award.

"Non-Clinical Duties" include administrative and support activities.

"Union" means the Health Services Union.

3. Classification of Allied Health Assistants

3.1. Allied Health Assistants will be classified according to the criteria set out at Schedule B of the Award.

4. Qualifications

4.1. The Minimum qualification requirements for each Allied Health Assistant classification are set out at Schedule B of this Award.

5. Salaries

5.1. Full time employees shall be paid the salaries as set out in Table 1 of Part B, Monetary Rates of this Award.

5.2. On attainment of a relevant qualification Allied Health Assistants will move to Year 1 of the appropriate level of the award.

5.3. Salary progression within Levels will occur following 12 months satisfactory service.

5.4. The increase in employee-related costs in excess of 2.5% per annum arising from the making of this Award is fully offset by employee-related cost savings directly arising from the award variations to clauses 3(xiii) and 12 (vii) of the Health Employees' Conditions of Employment (State) Award 2017 and changes to work practices identified in the decision of the Industrial Relations Commission in Re NSW Health Service Allied Health Assistants (State) Award [2018] NSWIRComm 1023.

6. Conditions of Service

6.1. The Health Employees' Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this Award.

- 6.2. The Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

7. Dispute Resolution

- 7.1. The dispute resolution procedures contained in the awards identified in clause 6, Conditions of Service shall apply.

8. Anti-Discrimination

- 8.1. It is the intention of the parties bound by this award to seek to achieve the object of 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.
- 8.2. 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 direct or indirect discriminatory effect.
- 8.3. 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.
- 8.4. Nothing in this clause is to be taken to affect:
- 8.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation;
- 8.4.2. offering or providing junior rates of pay to persons under 21 years of age;
- 8.4.3. any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
- 8.4.4. a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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."

9. No Extra Claims

- 9.1 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 Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

10. Transitional Arrangements

- 10.1. The transitional arrangement of employees employed in the classifications of Allied Health Assistant, Technical Assistant Grade 1, Diversional Therapist without Diploma, or Technical Assistant (Orthotic/Prosthetic) as at the date of this Award are determined in accordance with the Transitional Arrangements contained at Table 2 of Part B of this Award.
- 10.2. The translation to the new structure for employees covered by this award will be undertaken utilising the following basic principles.
- 10.2.1. Anniversary/incremental date of employees will be retained.
- 10.2.2. Nothing contained in this award shall operate to reduce the wages or conditions of employment available to any employee at the time of the award coming into effect.

11. Area, Incidence and Duration

- 11.1. This Award takes effect from 19 April 2018 and shall remain in force until 30 June 2019.
- 11.2. This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115 (1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

SCHEDULE A

DISCIPLINES WHICH UTILISE ALLIED HEALTH ASSISTANTS

- Dietetics
- Diversional Therapy
- Exercise Physiology
- Mental Health
- Occupational Therapy
- Orthotics/Prosthetics
- Physiotherapy
- Podiatry
- Radiography
- Social Work
- Speech Pathology

Provided that additional classifications for which the Union has constitutional coverage may be added to this list by agreement between the Union and the Employer.

SCHEDULE B

CLASSIFICATIONS AND QUALIFICATIONS FOR ALLIED HEALTH ASSISTANT POSITIONS

Level 1

A Level 1 Allied Health Assistant engages in basic patient care, clinical duties and/or administrative support under the supervision of the designated Allied Health Professional. The Level 1 Allied Health Assistant is developing skills and progressing from working under direct supervision to undertaking tasks under indirect or remote supervision. An Allied Health Assistant at this level:

- (a) has completed less than 12 months' service as an Allied Health Assistant; and
- (b) does not hold the qualifications of a Level 2 or Level 3 Allied Health Assistant.

Level 2

A Level 2 Allied Health Assistant undertakes clinical duties and/or administrative tasks under direct, indirect or remote supervision. An Allied Health Assistant at this level, either:

- (a) has completed 12 or more months' service as an Allied Health Assistant at level 1; or
- (b) has completed a relevant Certificate III qualification or other qualification deemed equivalent by the employer or where they have been successfully assessed as possessing the competencies required for Certificate III by way of RPL. Progression to Level 2 will apply from the date that the employee notifies the Employer and provides evidence of having attained the equivalent qualification or Statements of Attainment.

Level 3

A Level 3 Allied Health Assistant undertakes clinical duties and/or administrative tasks under direct, indirect or remote supervision and has completed a relevant Certificate IV qualification or other qualification deemed equivalent by the employer or where they have been successfully assessed as possessing the competencies required for Certificate IV by way of RPL. Progression to Level 3 will apply from the date that the employee notifies the Employer and provides evidence of having attained the equivalent qualification or Statements of Attainment.

PART B

MONETARY RATES

Table 1 - Salaries

Grades	Rate from the first full pay period commencing on or after 19.4.2018 \$pw	Rate from the first full pay period commencing on or after 1.7.2018 \$ pw
Allied Health Assistant Level 1		
Entry	959.40	983.40
Allied Health Assistant Level 2		
1st Year	982.40	1007.00
2nd Year	1000.80	1025.80
3rd Year and thereafter	1013.80	1039.10
Allied Health Assistant Level 3		
P 1 Year	1045.40	1071.50
2nd Year	1066.40	1093.00
3rd Year and thereafter	1092.70	1120.00

Table 2: Transitional Salary Arrangements to Allied Health Assistant (AHA)

Classification	Yr.	No Qualifications	Cert III or Equivalent	Cert IV or Equivalent
Technical Assistant Grade 1-Therapy Aide	1	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	2	AHA level 2 - 1st year	AHA Level 2 - 1st year	AHA level 3 - 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3- 1st year
Diversional Therapist Without Diploma	1	AHA level 1 - Entry	AHA level 2 - 1st year	AHA level 3- 1st year
	2	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3- 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3- 1st year

Classification	Yr.	No Qualifications	Cert III or Equivalent	Cert IV or Equivalent
Technical Assistant (Orthotic Prosthetic) Level 1	1	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3- 1st year
	2	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3- 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3- 1st year
Level 2	1	AHA level 3 - 2nd year	AHA level 3 - 2nd year	AHA level 3- 2nd year
	2	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year
	3	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year

1. Employees employed at the operative date of this Award in the classification of Technical Assistant Grade 1, Diversional Therapist Without Diploma, Technical Assistant (Orthotic/Prosthetic) shall transition to the classification of Allied Health Assistant, in accordance with Table 2 to this Schedule. These employees retain their existing incremental date and progress by way of annual increment throughout the new salary range"
2. Employees, who at the operative date of this Award, are in receipt of a salary at the 1st, 2nd or 3rd year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2, shall transition to the new salary scale of Allied Health Assistant in accordance with Table 2 to this Schedule. Provided that Employees who are in receipt of a salary at the 3rd year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2:
 - 2.1. shall transition at their applicable rate of pay at the operative date of this Award;
 - 2.2. any percentage-based wage increases which are awarded post-commencement of this Award will be calculated and applied based on the Employee's transitional rate.

R. W. HARRISON *D.P.*
P. M. Kite, *Chief Commissioner.*
P. J. NEWALL, *Commissioner.*

Printed by the authority of the Industrial Registrar.

NURSES' (DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING, DISABILITY AND HOME CARE) (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 201235 of 2019)

Before Chief Commissioner Kite

3 July 2019

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	No Extra Claims
2.	Definitions
3.	General Conditions of Employment
4.	Hours of Work and Free Time of Employees
5A.	Pilot Roster Projects
5.	Rosters
6.	Reasonable Workloads
7.	Classification of Positions
8.	Salaries
9A.	Higher Grade Duty
9.	Special Allowances
10.	Penalty Rates for Shift Work and Weekend Work
11.	Uniforms
12.	Overtime
13.	Payment and Particulars of Salaries
14.	Registration or Enrolment Pending
15.	Permanent part-time and Casual Employees
16.	Recreation Leave
17.	Senior Nurse Management Structure
18.	Disputes
19.	Grading Committee
20.	Anti-Discrimination
21.	Salary Sacrifice to Superannuation
22.	Area, Incidence and Duration

Schedule 1 - Nurse Manager and Administrative Support Positions, Large Residential Centres

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

2. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

"AHPRA" means Australian Health Practitioner Regulation Agency.

"Association" means the New South Wales Nurses' Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Community Residential Centre" (CRC) means any location where a direct service is provided to disability clients of the Department in a community residential environment which includes group homes, hostels, respite care centres.

"Community Support Services (CSS)" means any non-residential direct care service to clients including community based activity training centres, community support teams and specialist outreach services.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6a.m. and before 10a.m., otherwise than as part of the shift system.

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Employee" means, for the purposes of this award, a person who is appointed to a position in a classification listed in clause 7, Classification of Positions, and who is employed with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, including an "officer" as defined in the *Government Sector Employment Act* 2013.

"Experience", in relation to a trainee enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, a residential care assistant or a residential support worker, includes experience as such student nurse, residential care assistant or residential support worker.

"Large Residence" means any large residential campus providing a range of services which may include accommodation, respite care, day activity services and some medical and paramedical services to clients. These include:

Metro Residences incorporating the Westmead, Rydalmere and Norton Road Residences;

Hunter Residences incorporating the Stockton, Casuarina Grove, Kanangra and Tomaree Residences;

Riverside Residence; and

Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

"Nurse" means an employee engaged in the industry of nursing in a classification covered by this Award.

"Resident Clients" means the annual average number of clients in permanent accommodation and clients occupying respite accommodation for the year ending 30 June each year.

"Service" for the purpose of clause 8, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse or as a residential care worker prior to 19 April 1999.

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

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

3. General Conditions of Employment

Except as otherwise provided in this award employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, that is the conditions of employment covering officers employed in organisations listed in Part 1 of Schedule 1 to the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014* and as contained from time to time in the *Public Service Personnel Handbook* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

Casuals shall also receive the following entitlements in accordance with the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*:

- (a) Unpaid parental leave in accordance with clause 12(iv)(d);
- (b) Personal Carers' entitlement in accordance with clause 12 (v); and
- (c) Bereavement entitlement in accordance with clause 12 (vi).

This entitlement is also set out at clause 15, Part II - Casual Employees, of this Award.

4. Hours of Work and Free Time of Employees

- (i) The ordinary hours of work for day workers, exclusive of unpaid meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 AM and before 10.00 AM.
- (ii) The ordinary hours of work for shift workers, exclusive of unpaid meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that; employees who work eight hour shifts are entitled to 12 additional days off duty per annum, employees working ten hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum and will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work, shifts of less than eight hours each over 20 days in each cycle of 28 days.
- (iv) Each shift shall consist of no more than a total span of 12 hours with not less than eight hours break between each shift. Provided that an employee shall not work more than seven consecutive shifts unless the employee so requests, and local nursing management agrees, but in no case shall an employee be

permitted to work more than ten consecutive shifts. Provided also that in any such span of seven consecutive shifts an employee shall not be rostered for more than two quick shifts, i.e. an evening shift followed by a morning shift where the break between ordinary shifts is less than ten hours.

- (v) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the local management having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xii) of this clause.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii)
 - (a) Where an employee and her/his local management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of five. This limit on accumulation means that any employee who has already accumulated five ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
 - (b) Subject to service requirements management must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
 - (c) Any ADOs accumulated but not taken as at the date of termination of the employee, must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous, i.e. broken shifts shall not be worked.
- (ix) One 20 minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time.
- (x)
 - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than eight consecutive weeks, unless the employee so agrees.
 - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless the employee requests to be employed on night duty and the local management consents.
 - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end of semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
 - (d) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than ten weeks in any one year of training.
- (xi) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.

- (xii)
 - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive, unless an employee requests otherwise.
 - (b) Where days off are preceded by a night shift an employee may be rostered to return on a morning shift by agreement between the employee and the employer.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday, with the exception of subparagraph (b).
- (xiii) All rostered time off duty occupied by a trainee enrolled nurse or assistant in nursing in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

5. Rosters

- (i) The ordinary hours of work for each employee, other than the Principal and/or Nurse Manager Accommodation and Nursing Services, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency, provided that, where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 5, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

5A. Pilot Roster Projects

- (i) Notwithstanding any other provision of this Award, pilot Roster Projects for the purposes of trialling flexible roster practices or 12 hour shifts may be implemented on the following basis:
 - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
 - (b) The terms shall include
 1. the duration of the project; and the conditions of the project; and
 2. the award provisions required to be overridden in order to implement the project; and
 3. review mechanisms to assess the effectiveness of the project.

- (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
 - (d) Any purported Roster Project Pilot which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of paragraph (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.

6. Reasonable Workloads

(i) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment will take into account measured demand by way of clinical assessment, including dependency skill mix and geographical and other local requirements/resources;
- (b) the work performed by the nurse will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the nurse's classification description and at a professional standard so that the care provided or about to be provided to a client shall be adequate, appropriate and not adversely affect the rights, health or safety of the client or nurse;
- (d) the workload expected of an nurse will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) a nurse will not be allocated an unreasonable or excessive nursing workload or other responsibilities;
- (f) a nurse shall not be required to work an unreasonable amount of overtime; and
- (g) a nurse's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.

(ii) Skill Mix

- (a) The staffing mix at an individual unit level will be determined by an assessment of client's needs and the availability of support staff. This will involve a consolidated review of all existing client assessments and plans, including:
 1. the clients individual support plan;
 2. health assessments, health care plans or healthy lifestyle plans;
 3. nutrition and or swallowing assessments and any associated plans; and
 4. client risk behaviours, assessments and any associated management plans.

The above assessments may have been developed by a range of health and allied health professionals, in conjunction with registered nurses.

- (b) The review will identify the specific client needs on the unit that require the specialised input or supervision of a registered or enrolled nurse. It will also identify what client care and support tasks can be undertaken by an Assistant in Nursing. This will be the basis on which the staff mix for an individual unit will be determined and it will be translated into the unit roster.

- (c) The process will be documented by:
 1. listing the client assessments and plans considered in developing the staffing profile for the unit;
 2. identifying in writing the specialist input or supervision requirements for clients in the unit;
 3. identifying in writing the client care and support tasks that will be undertaken by an Assistant in Nursing; and
 4. completing on a standard roster template the shifts to be filled by an Assistant in Nursing, Enrolled Nurse and Registered Nurse.
 - (d) The recommendation on unit staffing will be forwarded to the facility Reasonable Workload Committee for endorsement.
- (iii) Role of reasonable workload committees
- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, skill mix, training, and planning for devolution to community based services as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.
 - (b) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (iv) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a Large Residential Service or the employer, a reasonable workload committee shall be established for the relevant service. Such requests shall be made to the Chief Executive Officer of the facility or the Regional Manager Accommodation and Respite as appropriate.
 - (b) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the facility. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
 - (c) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
 - (d) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
 - (e) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time

shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

- (v) Grievances in relation to workload
 - (a) Notwithstanding the provisions specified in subclauses (ii) to (iii) of clause 18, Disputes, in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
 - (b) A grievance in relation to such matter shall first be raised at the unit level with the Nursing Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager or Principal Nurse Manager depending on the nursing executive structure of the facility in which the grievance has arisen.
 - (d) If the matter remains unresolved, it should be referred to the appropriate facility reasonable workload committee for consideration and recommendation to management.
 - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of subclauses (iv) to (ix) of clause 18, Disputes, in this Award.

7. Classification of Positions

All employees to whom this award applies shall be appointed to a position which is classified in accordance with the following definitions:

"Assistant in Nursing" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing duties, and includes for salary purposes a person currently undertaking an education program leading to registration by the Board.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Department and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which she/he is appointed, or such other qualifications or experience deemed appropriate by the Department.

"Clinical Nurse Educator" means a registered nurse who is required to implement and evaluate educational programs at the unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in a unit/units and/or in complex health care CRC's .

A nurse will achieve Clinical Nurse Educator status by being required by the Centre to provide the educational programs detailed above. A Clinical Nurse Educator will be required to possess, or obtain within a specified period, a Certificate IV Workplace Assessor qualification.

"Clinical Nurse Specialist" means a registered nurse with relevant post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field, and who satisfies the criteria determined by local management.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsed" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Nurse, Learning and Development Officer" means a registered nurse who has relevant experience and who is appointed to such a position who is responsible for the development, implementation and delivery of nursing and other Departmental education programs. Education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses' courses and, where applicable, general staff learning and development courses. A Nurse Learning and

Development Officer will be required to possess, or obtain within 12 months of appointment, a Certificate IV Workplace Assessor qualification.

A Learning and Development Officer who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole Learning and Development Officer in a facility shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse, Learning and Development Officer shall be on completion of 12 months satisfactory service. Progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

"Nurse Manager" means an employee who is allocated to a nurse manager grade in accordance with Schedule 1 of this part.

"Nurse Manager Accommodation and Nursing Services" means a registered nurse who has responsibility for the provision of supported accommodation, respite and associated support services in a residential centre. The Nurse Manager Accommodation and Nursing Services is responsible for the delivery of efficient and effective nursing services to achieve the aims of the Centre.

"Nurse Manager Learning and Development Unit" means a registered nurse who has responsibility for the coordination of Learning and Development services to Residences and on a regional basis and in conjunction with the Central Learning and Development Branch.

"Nurse Manager Resource Support Unit" means an employee who is responsible for the efficient and effective allocation of nursing resources on a daily basis.

"Nurse Systems Support Co-ordinator" means a registered nurse who is responsible for the monitoring, quality assurance and measurement systems for a Centre's services. The Nurse Systems Support Co-ordinator supports the Nursing Manager Accommodation and Nursing Services in designing, planning and reviewing the quality, efficiency and sufficiency of service systems in a Centre.

"Nurse Systems Support Officer" means a nurse who supports the Nurse Systems Support Co-ordinator by monitoring, analysing and reporting on service systems in a Centre.

"Principal Nurse Manager Accommodation and Nursing Services" means a registered nurse who is responsible for overseeing and coordinating the provision of supported accommodation, respite and associated support services at the Stockton Residences and Westmead/Rydalmere Residences.

"Residential Unit Nurse Manager" means a registered nurse in charge of a unit or group of units and shall include:

"Residential Unit Nurse Manager Level 1", whose responsibilities include:

(a) Co-ordination of client services

1. Liaison with all disciplines for the provision of services to meet client needs.
2. The orchestration of services to meet client needs after discharge.
3. Monitoring catering and transport services.

(b) Unit management

1. Implementation of Departmental policy:

2. Dissemination of information to all personnel.
3. Ensuring environmental safety.
4. Monitoring the use and maintenance of equipment.
5. Monitoring the supply and use of stock and supplies.
6. Monitoring cleaning services.

(c) Nursing staff management -

1. Direction, co-ordination and supervision of nursing activities.
2. Training, appraisal and counselling of nursing staff.
3. Rostering and/or allocation of nursing staff.
4. Development and/or implementation of new nursing practice according to client need.

"Residential Unit Nurse Manager Level 2", whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 1.

"Residential Unit Nurse Manager Level 3" whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 2.

"Registered Nurse" means a person registered by the Board as such.

"Trainee Enrolled Nurse" means a person who is being trained under a program leading to enrolment by the Board.

"Unit" means a defined client residential area within a Large Residence or a complex health needs Community Residential Centre.

8. Salaries

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

9. Special Allowances

- (i) A registered nurse who is designated to be in charge of a unit for the majority of a day, evening or night shift when the Residential Unit Nurse Manager is not rostered for duty shall be paid an allowance as set in Item 1, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per shift.
- (ii) A registered nurse (does not apply to persons above the level of Clinical Nurse Educator) who is designated in charge of a Residence of not more than 100 resident clients in the absence of a Residential Unit Nursing Manager (or a more senior nurse) shall be paid an allowance as set out in Item 1 of Table 2, per shift.
- (iii) A registered nurse who is designated to be in charge of a unit when the Residential Unit Nursing Manager is not rostered for duty, and who is designated to be in charge of a Residence of not more than 100 resident clients on the same shift shall be paid an allowance as set out in Item 3 of Table 2, per shift.
- (iv) A registered nurse designated as the Rover in charge at Norton Road or Riverside Centres after hours in the absence of a Residential Unit Nurse Manager (or a more senior nurse) shall be paid an allowance as set out in Item 2, of Table 2, per shift.

- (v) A registered nurse who is designated as the Rover in charge at Casuarina Grove or Kanangra Centres after hours when a Residential Unit Nurse Manager (or a more senior nurse) is not rostered for duty shall be paid an allowance as set out in Item 4 of Table 2, per shift.
- (vi) A registered nurse who relieves in a Nurse Manager After Hours position during short absences of the substantive occupant shall be paid an allowance at a rate calculated on the difference between the rate of pay of the registered nurse and the rate of pay for Nurse Manager Grade 1 year 1 for the time so spent up to 2 hours and for the whole of the shift for time so spent in excess of 2 hours.
- (vii) A nurse who is required to accompany residents/clients on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay.

9A. Higher Grade Duty

As consistent with clause 7, Classification of Positions, an employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

10. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 PM:
 - (a) Afternoon shift commencing at or after 10.00 a.m. and before 1.00p.m. - 10%;
 - (b) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%;
 - (c) Nightshift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15%; and
Nightshift commencing at or after 4.00 a.m. and before 6.00 a.m. - 10%.
- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:
 - (a) "Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.
 - (b) "Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.
- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (iii) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 15, Permanent part-time and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 16, Recreation Leave.

11. Uniforms

- (i) The Department shall pay an employee involved in direct care of a client allowances as follows:
 - (a) In lieu of supplying shoes to an employee, the Department shall pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances of Part B, Monetary Allowances.
 - (b) In lieu of supplying stockings to a female employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (c) In lieu of supplying socks to an employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (ii) The Department shall pay an employee involved in direct care of a client a laundry allowance as set out in Item 5 of the said Table 2. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (iii) Where the employer requires any employee to wear headgear, the facility shall provide headgear free of charge to the employee.
- (iv) Each employee whose duties regularly require them to work out of doors shall be supplied with suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (v) The allowances prescribed by subclauses (i) and (ii) of this clause shall be paid to employees who are involved in direct care of a client. Such payments will be in compensation for the cost of purchasing and maintaining suitable clothing.
- (vi) Provided that a limited number of employees transferred in 1991 under the provisions of Schedule 3 of the Health Administration Act are entitled to sufficient, suitable and serviceable uniforms including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price. In lieu of supplying a uniform to an employee, the Department may pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (vii) An employee, on leaving the service of an employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

12. Overtime

- (i) Subject to subclause (iii) of this clause, all time worked by employees, other than the Principal Nurse Managers Accommodation and Nursing Services and the Nurse Managers Accommodation and Nursing Services, in excess of the rostered daily ordinary hours of work, shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that, overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (ii)
 - (a) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall be paid for at the applicable overtime rates.
 - (b) Time worked up to the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (c) All time worked by a permanent part-time employee in excess of the rostered daily ordinary hours prescribed for a full-time employee, or in excess of an average of 38 per week in each roster cycle, shall be paid for at overtime rates.
- (iii) An employee, other than the Principal Nurse Managers Accommodation and Nursing Services and Nurse Managers Accommodation and Nursing Services, recalled to work overtime after leaving the Department's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii), (iii) and (iv) of this clause, a nurse who works directed overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
 - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
 - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Employees cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the Department is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked, provided that, the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 15, Permanent Part-time and Casual Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the Department's premises, and who is required to work for more than four hours, shall be allowed 20 minutes for the partaking of a meal and further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
 - (a) The meals referred to in subclause (v) and (vi) of this clause, shall be allowed to the employee free of charge. Where the Department is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
 - (b) The value of payments for meals shall be varied in accordance with variations to item 19 in Table 1 - Allowances of Part B of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009

- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees, shall apply.
- (ix) An employee who works so much overtime:
 - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift, that he or she has not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding his or her ordinary commencing time on his or her next day or shift;

shall, subject to this subclause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Department such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double time until released from duty for such period and he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (x) Subject to sub-clause (xi) below an employee may be directed by the Department Head or delegate to work overtime.
- (xi) An employee may refuse to work overtime where the working of such overtime would result in the employee working hours which are unreasonable.
- (xii) For the purposes of subclause (xi) above, what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

13. Payment and Particulars of Salaries

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the Department in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Department making their deposits with such financial institutions, but in such cases, the Department

shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment:

1. If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
2. If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.

(b) Overpayment:

1. In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
2. One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
3. Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
4. The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
5. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (3) above, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

14. Registration or Enrolment Pending

- (i) A trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for enrolment shall, upon enrolment, be paid as from the date of application for enrolment the salary to which she or he would have been entitled if enrolled.
- (ii) A nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

15. Permanent Part-Time and Casual Employees

Part I - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed to work a specified number of hours each week which are less than those prescribed for a full-time employee. Provided that, the Department must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) Subject to subclause (iii) of this clause, employees engaged under Part 1 shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.
- (iii) Permanent part-time employees shall accrue recreation leave at the rate of four weeks per annum. clause 16, Recreation Leave, shall not apply to permanent part-time employees (except for subclause (v) of the said clause 16).
- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay, provided that an employee who is required to and does work ordinary hours on a public holiday shall have one day or one half day, as appropriate, added to her/his period of recreation leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to recreation leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (v) In this Part, ordinary pay, for the purposes of sick leave and recreation leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (vi) Employees engaged under this Part shall be entitled to all other benefits of this award, not otherwise expressly provided for herein, in the same proportion as their ordinary hours of work bear to full-time hours.

Part II - Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 8, Salaries, plus fifteen per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms.
- (iii) With respect to a casual employee, the provisions of clause 12, Overtime and clause 16, Recreation Leave, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 16, Recreation Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (vi) Where a casual employee has been notified by the Department of a time to commence an engagement and that engagement is subsequently cancelled by the Department with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours.
- (viii) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 1. the employee or employee's spouse is pregnant; or
 2. the employee is or has been immediately absent on parental leave.

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

- (ix) Personal Carers entitlement for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (x) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required,
 1. (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 2. establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is

not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

- (x) A family member for the purposes of paragraph (ix)(a) above is:
- (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

- (xi) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

16. Recreation Leave

- (i) A full time shift worker shall accrue recreation leave at the rate of six weeks per annum, in recognition of the fact that they are required to work on public holidays unless rostered off duty on those days as part of their normal rostered days off.

A day worker shall accrue recreation leave at the rate of four weeks per annum.

- (ii)
- (a) A full time shift worker who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

- (b) A day worker who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary rate of pay, an additional rate of time and a half resulting in a total payment of double time and a half for time so time so worked. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that in lieu of the additional payment above the employee may elect to have an additional day added to their recreation leave and be paid at the rate of one half time extra for the time actually worked.
- (c) To leave prescribed by subclause (i) of this clause, there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the ten specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them), which may occur during the qualifying period for recreation leave or during the period of recreation leave.
- (iii) For the purpose of this clause the following are to be public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, a full time shift worker is entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Department following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v)
 - (a) In addition to the leave prescribed by subclause (i) of this clause, a full time shift worker who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional payment as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for recreation leave purposes	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	one week's ordinary salary

- (b) In lieu of payment employees, entitled to an additional payment by virtue of this subclause, may elect to take leave equivalent to the value of their additional payment entitlement. The election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (vi) The ability to elect to take leave under paragraphs (ii)(b) and (v)(b) of this clause is not available to employees with excess recreation leave.

17. Senior Nurse Management Structure

- (i) Each residence shall have a Nurse Manager Accommodation and Nursing Services in charge and such other support positions as agreed between the Department and the Association.
- (ii) The grading of Nurse Manager positions in each Residence will be determined in accordance with Schedule "1" of this Part.
- (iii) The grading of the Principal and Nurse Manager Accommodation and Nursing Services may be reviewed by the Department and the Association where there is a significant change in Resident Client

numbers, and adjusted accordingly. Where the grading of such a position is altered to a lesser grade, and the affected position is substantively occupied, the incumbent of the position will retain the higher grading on a personal basis.

18. Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any work location, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time, it must be referred by the nurse(s) immediate supervisor to the Department's nominee, and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at facility or Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the Department may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales, for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Department must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

19. Grading Committee

A central Committee consisting of two representatives of the Department and two representatives of the Association shall be constituted to consider and make recommendations to the Department in relation to:

- (a) Any proposals to alter the grading of any existing or established new positions of Residential Unit Nursing Manager where agreement cannot be reached at the local level.
- (b) The grading of Nurse Manager positions which are affected by a change in Resident Client numbers.
- (c) The date of effect of any grading recommended.

Provided that:

1. An employee shall, whilst the grading or remuneration of his/her position is under consideration, be ineligible to be a member of the Committee;
2. the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
3. where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.
4. the limitation of retrospectivity shall not apply to RUNM positions that are re-graded as part of the transitional arrangements to the new award structure. This provision shall lapse effective 30 June 2005.

20. Anti-Discrimination

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

Notes -

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

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

21. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 8, Salaries, of this Award, and Part B to this Award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under clause 8 and Part B to this Award, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under clause 8 or one hundred (100) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee makes an election in terms of subclause (iii) of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*;
 - (d) *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) *First State Superannuation Act 1992*,

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

- (vi) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with their Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the Department or agency will continue to base contributions to that fund on the salary payable under clause 8 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the

Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

22. Area, Incidence and Duration

- (i) This award applies to all employees as defined in clause 2, Definitions.
- (ii) This Award rescinds and replaces the Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2018 published 28 November 2018 (383 I.G. 738) and all variations thereof.
- (iii) This award will take effect from the first full pay period to commence on or after 1 July 2019 and remain in force until 30 June 2020.

SCHEDULE 1 OF PART A

Nurse Manager and Administrative Support Positions, Large Residential Centres

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 8

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 7

Stockton, Metro Residences

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 5

Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere, Westmead.

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 4

Tomaree and Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite.

Nurse Systems Support Coordinator (NSSC)

Level 4

Stockton, Rydalmere, Westmead

Level 3

Casuarina Grove, Kanangra

Level 2

Norton Road, Riverside

Level 1

Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

Nurse Systems Support Officer (NSSO)

Level 3

Stockton, Rydalmere, Westmead

Level 2

Casuarina Grove, Kanangra

Level 1

Norton Road, Riverside

Nurse Manager Learning and Development - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager Resource Support Unit - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager After Hours - Nurse Manager Grade 1

Westmead, Rydalmere and Stockton

PART B

MONETARY RATES

Table 1 - Salaries

	1st full pay period to commence on or after 01.07.19 (2.5%) \$ per annum
Assistant in Nursing	
Under 18 years - 1st Year of Experience	37,532
Under 18 years - 2nd Year of Experience	39,226
Under 18 years - Thereafter	40,771
Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult	
Over 18 years - 1st Year of Experience	44,297
Over 18 years - 2nd Year of Experience	45,711
Over 18 years - 3rd Year of Experience	47,139
Over 18 years - 4th Year of Experience	48,598
Trainee Enrolled Nurse	
Under 18 years - 1st Year of Experience	37,590
Under 18 years - 2nd Year of Experience	39,246
Under 18 years - Thereafter	40,818
Trainee Enrolled Nurse	
Over 18 years - 1st Year of Experience	44,343
Over 18 years - 2nd Year of Experience	45,756
Over 18 years - 3rd Year of Experience	47,192
Thereafter	48,668
Enrolled Nurse	
1st Year of Service	54,423
2nd Year of Service	55,615
3rd Year of Service	56,816
4th Year of Service	58,018
Thereafter	59,229
Enrolled Nurse - Medication Endorsement	
1st Year	57,284
2nd Year	58,516

3rd Year	59,758
4th Year	61,002
5th Year & Thereafter	62,252
Nurses undergoing pre-registration training other than as a student	53,202
Registered Nurse	
1st Year of Service	61,700
2nd Year of Service	65,071
3rd Year of Service	68,424
4th Year of Service	72,022
5th Year of Service	75,590
6th Year of Service	79,168
7th Year of Service	83,227
8th Year of Service	86,659
Clinical Nurse Consultant	
1st Year	108,407
2nd Year	110,887
Clinical Nurse Specialist	90,192
*No further appointments to this classification after 30 June 2004	
Clinical Nurse Educator	90,192
Nurse Learning and Development Officer	
1st Year	100,048
2nd Year	102,863
3rd Year	105,387
4th Year	110,888
Residential Unit Nurse Manager	
Level 1	108,705
Residential Unit Nurse Manager	
Level 2	113,864
Residential Unit Nurse Manager	
Level 3	116,924
Nurse Systems Support Officer	
Level 1	97,401
Level 2	103,584
Level 3 - 1st Year	108,407
Level 3 - 2nd Year	110,613
Nurse Systems Support Co-ordinator	
Level 1	103,584
Level 2 - 1st Year	108,407
Level 2 - 2nd Year	110,613
Level 3 - 1st Year	108,407
Level 3 - 2nd Year	110,613
Level 3 - 3rd Year	112,809
Level 3 - 4th Year	115,045
Level 4 - 1st Year	112,809
Level 4 - 2nd Year	115,045
Nurse Manager Learning and Development Unit	
1st Year	119,458
2nd Year	121,684

Nurse Manager Resource Support Unit		
1st Year		119,458
2nd Year		121,684
Nurse Manager		
Grade 1 - 1st Year		108,407
Grade 1 - 2nd Year		110,613
Grade 2 - 1st Year		112,809
Grade 2 - 2nd Year		115,045
Grade 3 - 1st Year		119,458
Grade 3 - 2nd Year		121,684
Grade 4 - 1st Year		126,105
Grade 4 - 2nd Year		128,314
Grade 5 - 1st Year		132,720
Grade 5 - 2nd Year		134,962
Grade 6 - 1st Year		139,384
Grade 6 - 2nd Year		141,442
Grade 7 - 1st Year		150,434
Grade 7 - 2nd Year		152,659
Grade 8 - 1st Year		161,493
Grade 8 - 2nd Year		163,703
Nurse Manager After Hours Westmead, Rydalmere and Stockton, Casuarina Grove		
1st Year		108,407
2nd Year		110,613
Principal Nurse Manager Accommodation and Nursing Services		
1st Year		150,434
2nd Year		152,659
Nurse Manager Accommodation and Nursing Services Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite		
1st Year		126,105
2nd Year		128,314
Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere and Westmead		
1st Year		132,720
2nd Year		134,962

Table Two - Other Rates and Allowances

Item No.	Clause No.	Allowance (Wage Type)	1st Full Pay Period to commence on or after 01.07.19 (2.5%) per shift \$
1	9(i) & (ii)	Registered Nurse in charge of Unit in absence of RUNM or in charge of Residence of not more than 100 resident clients	33.75
2	9(iv)	Registered Nurse designated as the Rover in charge of a residence after hours (Norton Road, Riverside)	33.75
3	9 (iii)	Registered Nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients	50.73

4	9(v)	Registered Nurse designated as the Rover in charge of a residential centre after hours (Casuarina Grove and Kanangra)	50.73
			Per week \$
5	11(i)	Uniform Allowance	6.26
	11(iii)(a)	Shoe Allowance	1.93
	11(iii)(b)	Stocking Allowance	3.25
	11(iii)c	Sock Allowance	0.60
	11(iv)	Laundry Allowance	5.21

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284646 of 2018)

Before Chief Commissioner Kite

13 February 2019

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Classifications and Salaries
5.	Leave Loading included in Salary
6.	Savings of Rights
7.	Conditions of Employment
8.	Assistance with Public Transport
9.	Private Use of Business Vehicles
10.	Career Development
11.	Child Care
12.	Tailored Benefits for Relocation
13.	Grievance and Dispute Settling Procedures
14.	Consultative Arrangements
15.	Anti-Discrimination
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Classification Schedules

1. Title

This award shall be known as the Crown Employees (Department of Finance, Services and Innovation) Award 2015.

2. Definitions

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

"Department" means the NSW Department of Finance, Services and Innovation, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

"Secretary" means the Secretary of the NSW Department of Finance, Services and Innovation.

"Secretary of Treasury" means the Secretary of Treasury established as the employer for industrial purposes under the *Government Sector Employment Act 2013*.

"Salaried staff", "staff member", "staff" and "employee" mean people employed in the Department of Finance, Services and Innovation who are paid by salary. These terms exclude those employed in the Senior Executive Service and Ministerial (Wages) Staff.

"Salary" excludes the employer's contribution to superannuation. Salary may take the form of a salary package including non-monetary compensation.

"Salary Point" means a salary nominated within a grade or level.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) or Professionals Australia (NSW Branch) (PA) having regard to their respective coverage.

3. Parties to the Award

The parties to this award are the Secretary of Treasury, the Department of Finance, Services and Innovation, the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) and Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) known as "Professionals Australia".

4. Classifications and Salaries

- (1) The classifications are set out in Table 1 of Part B, Monetary Rates of this award.
- (2) The corresponding salary rates are set out in the Crown Employees (Public Sector - Salaries 2018) Award or any variation or replacement award.
- (3) The salaries of employees employed are adjusted to the appropriate scale prescribed by the award on the basis of years of service in role or grade.
- (4) 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 sections 68 Unsatisfactory performance of government sector employees and 69 Misconduct - Public Service and other prescribed government sector employees the *Government Sector Employment Act 2013*.

5. Leave Loading Included in Salary

In accordance with the arrangement commencing 1 December 1995 in the former Department of Public Works and Services, the classifications salary rates referred to in this award include an additional 1.35% payment in lieu of a recreation leave loading.

6. Saving of Rights

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

7. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, *Government Sector Employment (General) Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any awards replacing these awards.

8. Assistance with Public Transport

The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for staff members who require them.

Staff members will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

9. Private Use of Business Vehicles

Staff members, subject to availability of motor vehicles and Management approval, may use departmental vehicles for private purposes. Such staff members can negotiate to include private use of a vehicle in a salary package.

Private use of vehicles is determined by business need, not remuneration level, and all vehicles must be fully available for business use during normal working hours.

Salary packaging is not compulsory and vehicles remain the property of the Department Finance, Services and Innovation. Costs and payments are to be the same as those applying to the Senior Executive Service, as applied from time to time.

The arrangements set out in this clause do not promote, or allow, casual and short-term use of departmental vehicles for private use.

10. Career Development

The Department is committed to the ongoing learning and development of its staff members. Staff members shall be provided with equitable opportunities for career and professional development.

It is recognised that training and development shall not be limited to internal and external training courses and may include staff member exchange programs, secondments, attendance at conferences, seminars or short-term study courses which have been approved by the Department and permission granted for the staff members to attend. The Department will continue to meet the cost of such training and development initiatives.

The *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* provisions for Study Assistance and Staff Development and Training Activities will apply to staff members with the following additional provisions:

The Department will make reasonable contributions towards compulsory fees (tuition fees or course changes, other than the Higher Education Contribution Surcharge), where the Deputy Secretaries, Divisional Directors or Group General Managers approve payments because they are justified by the relevance of studies to the current and future skills requirements of the Department.

Study leave will be granted for post-graduate studies directly related to the Department's core business, at the discretion of the Secretary.

11. Child Care

The Department will continue to sponsor child care places in the Family Day Care Scheme throughout New South Wales. Family Day Care provides small group care in a family environment and caters for children aged up to 12.

12. Tailored Benefits for Relocation

- (1) A package will provide tailored benefits for staff required to relocate. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Employees Compensation) Award.
- (2) A package of variable, individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff required to relocate their residence as a consequence of promotion, transfer (for other than disciplinary reasons) or exchange to a new work location.
- (3) The scope of the package will be defined prior to time of acceptance of the new position and will include:
 - (a) Reimbursement of up to 100% of relocation expenses associated directly with the transfer or promotion
 - (b) Reimbursement of up to 100% for temporary accommodation and/or excess rental costs up to a period of 6 months
 - (c) Payment of a relocation allowance of up to \$5,000.00 (dependent on individual circumstances) to compensate for items not directly recoverable.
- (4) These provisions are available to all staff, subject to negotiation and approval on an individual basis.

13. Grievance and Dispute Handling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (6) The Secretary may refer the matter to the Secretary of Treasury for consideration.
- (7) If the matter remains unresolved, the Secretary shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (8) A staff member, at any stage, may request to be represented by their Union.
- (9) The staff member or the Union on their behalf, or the Secretary may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The staff member, Union, Department and Secretary of Treasury shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

14. Consultative Arrangements

The Consultative Arrangements for the Department are governed by the Consultative Committee Terms of Reference and Memorandum of Understanding.

15. Anti-Discrimination

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

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

16. Area, Incidence and Duration

- (1) This award applies to staff of the Department of Finance, Services and Innovation in the classifications listed in Table 1 of Part B, Monetary Rates, excluding staff employed in NSW Fair Trading, Lands and Property Information, Office of State Revenue, Waste Assets Management Corporation and Government Property NSW.
- (2) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Award 2015 published 15 January 2016 (378 I.G. 1017), 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 13 February 2019.

- (3) Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G. 149) have been incorporated into this award as part of the review.
- (4) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Classification Schedules

Salary Rates aligning to the classifications set out below can be found in the Crown Employees (Public Sector - Salaries 2018) Award or any variation or replacement award.

PROFESSIONAL STAFF

Grade	Year
General Scale	1
General Scale	HSC 19 yrs
General Scale	2 or age 20
General Scale	3 or age 21
General Scale	4
General Scale	5
General Scale	6
General Scale	7
General Scale	8
General Scale	9
General Scale	10
General Scale	11
General Scale	12
General Scale	13
1	1
	2
	3
	4
	5

2	1 2 3 4
3	1 2 3 4
4	1 2 3

SENIOR PROFESSIONAL STAFF

Level	Year
Senior 1	1 2
Senior 2	1 2
Senior 3	1 2

PROJECT STAFF

Grade	Year
1	1 2
2	1 2
3	1 2
4	1

SENIOR MANAGEMENT

Grade	Year
1	1 2
2	1 2

DFS STAFF

Grade	Year
General Scale	1
General Scale	HSC 19 yrs
General Scale	2 or age 20
General Scale	3 or age 21
General Scale	4
General Scale	5
General Scale	6
General Scale	7
General Scale	8
General Scale	9
General Scale	10

*Personal	
Grade	Year
1	1 2
2	1 2
3	1 2
4	1 2
5	1 2
6	1 2
7	1 2
8	1 2
9	1 2
10	1 2
11	1 2
12	1 2

TECHNICAL STAFF (A)

Grade	Year
General Scale	1 or 16 yrs
General Scale	2 or 17 yrs
General Scale	3 or 18 yrs
General Scale	4 or 20 yrs
General Scale	5 or 21 yrs
General Scale	6
General Scale	7
General Scale	8
General Scale	9
General Scale	10
General Scale	11
General Scale	12
General Scale	13
General Scale	14
I	1 2 3 4 5
II	1 2 3 4
III	1

SENIOR TECHNICAL (A)

Grade	Year
Senior I	1
	2
	3
Senior II	1
	2
Senior III	1

SENIOR OFFICER

Grade	Year
1	1
	2
2	1
	2
3	1
	2

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY) LAND INFORMATION OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284776 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Salaries
5.	Scope of Employment
6.	Assignment, Progression and Training
7.	Grading and Evaluation of Roles
8.	Anti-Discrimination
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Schedule 1 - Appropriate Qualifications

Schedule 2 - Progression Requirements

Schedule 3 - Job Criteria

PART A

1. Title

This award shall be known as the Crown Employees (Department of Industry) Land Information Officers Award.

2. Definitions

- (i) "Act" means the *Government Sector Employment Act* 2013.
- (ii) "Appropriate University or TAFE Qualifications" are those qualifications relevant to Land Information Officer classifications that are from time to time identified, and agreed as appropriate by the parties to the award. The qualifications deemed appropriate under the award are set out in Schedule 1 - Appropriate Qualifications.

- (iii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means the Department of Industry, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (v) "GSE Rule" means the Government Sector Employment (General) Rules 2014.
- (vi) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (vii) "Job Evaluation" means the accredited system agreed to between the parties to this award, used to grade all roles within the Department.
- (viii) "Land Information Officer" means and includes all employees assigned to roles in the capacity of ongoing full time, ongoing part time or temporary basis under the provisions of the *Government Sector Employment Act 2013* who, at the date of the first Crown Employees (Land Information Officers - Department of Mineral Resources) Award published 29 March 1996 (291 IG 813), were occupying a role of, and classified as, Cartographer, Survey Drafting Officer or Tracer with the then Department of Mineral Resources, or after that date were assigned to a Land Information Officer role and were employed in the former NSW Department of Primary Industries.
- (ix) "Normal Work", means the responsibilities and capabilities relevant to the Role Description, of a staff member or staff members at the time of the grievance, dispute or difficulty.
- (x) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xi) "Regulation" means the Government Sector Employment Regulation 2014.
- (xii) "Role" means an assigned role as defined under *Government Sector Employment Act 2013*, Government Sector Employment Regulation 2014 and Government Sector Employment (General) Rules 2014.
- (xiii) "Salary Rates" means the ordinary-time rate of pay for a staff member's grading excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xiv) "Secretary" means the Secretary of the Department of Industry.
- (xv) "Service" means continuous service for salary purposes
- (xvi) "Staff member" means a Land Information Officer.
- (xvii) "Training Modules" are internal training programs developed by the Department for the development of specific skills and knowledge relevant to the role and responsibilities of a Land Information Officer, on behalf of those staff members who do not possess formal qualifications, and for the purpose of cross-training.

3. Parties to the Award

The Parties to this Award are the Industrial Relations Secretary and the Association.

4. Salaries

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Table 1 of Part B, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

5. Scope of Employment

- (i) Employment will be either on an ongoing full-time or ongoing part-time basis. Applications for working ongoing part-time or job-sharing will be considered based on the employees' requests and Departmental needs. Temporary employees may be employed as Land Information Officers should the need arise.
- (ii) Staff members may be required to participate in the full range of related work activities within the classification, grading and capabilities of their assigned roles.

6. Assignment, Progression and Training

- (1) Subject to the provisions of Part 3 of the GSE Rules, there are seven progressive levels relating to the Land Information Officer classifications. Criteria outlining the nature of work expected at the different levels will be in accordance with Schedule 3 - Job Criteria.

In addition to meeting the requirements of the Capability Framework, Land Information Officer Levels 1 to 3 will be broad banded, and details are as follows:

- (i) An employee must be undertaking, or successfully completed an appropriate university or TAFE qualification, including those listed in Schedule 1 - Appropriate Qualifications, to be eligible for assignment to role as a Land Information Officer Level 1.
- (ii) An employee who has successfully completed an appropriate qualification shall be eligible for assignment to a role as a Land Information Officer Level 1 Year 3.
- (iii) An employee who has successfully completed an appropriate university or TAFE qualification, and has completed four years satisfactory service as a Land Information Officer shall be assigned to a role as Level 2 Year 3 on the Land Information Officers' salary scale.
- (iv) An employee who has completed a two year full time course of approved study and a period of two years satisfactory service as a Land Information Officer shall be deemed to have completed the equivalent of four years satisfactory service as a Land Information Officer.

Land Information Officer Levels 4, 5, 6 and 7 are discrete levels and assignment to a role will be based upon merit selection.

- (2) Following initial assignment to a role, the progression of all staff will be determined by meeting the requirement of the Capability Framework and according to the agreed arrangements outlined in Schedule 2 - Progression Requirements.
- (3) The Department will assume overall training responsibility for all staff members employed under this award and shall be responsible for all staff members having equal access to training in accordance with established Departmental Equal Employment Opportunity (EEO) Guidelines.
- (4) Appeals mechanism:
 - (i) Subject to the provisions of Part 4 of the GSE Rules a staff member shall have the right to appeal any decision made by the Department not to progress the staff member from salary point to salary point.
 - (ii) A staff member shall submit a written submission outlining their case to the Director Industrial Relations, within 28 days of the decision being appealed.
 - (iii) The Director Industrial Relations shall constitute an appeals committee made up of one Management representative, one relevant Association representative and one peer who is acceptable to both Management and the Association.

- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Secretary or nominee for decision.
- (v) The decision of the Secretary or nominee shall be forwarded to the staff member concerned within 7 working days of the appeal being heard.
- (vi) This appeals mechanism shall not cover matters that are referred to in the Government Sector Employment (General) Rules 2014.

7. Grading and Evaluation of Roles

- (i) Roles classified as Land Information Officers under this award will be graded in accordance with the accredited Job Evaluation system agreed to by the Department, the Industrial Relations Secretary and the Association, or other methodology which may be agreed between the parties to grade Land Information Officer roles during the operation of this award.
- (ii) The grading of Land Information Officer roles will be carried out in consultation with the Department's Job Evaluation Classification and Review Committee, which is a forum for consultation and negotiation between the Department and the Association on the operation of the Department's accredited Job Evaluation system.
- (iii) Roles will otherwise be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a role is significantly changed or where a new role is created;
 - (b) where a role falls vacant, the Department can determine whether it is necessary to evaluate the role prior to advertising the vacancy;
 - (c) at the request of any party to this award, or an staff member classified as a Land Information Officer under this award, provided that the role(s) have not been reviewed for grading for at least 12 months prior to the request.
- (iv) Where the Land Information Officer role is evaluated as falling within a lower or higher grading than that to which the staff member is presently assigned, then the Department shall act in accordance with the Department's Job Evaluation Policy, as agreed by the parties to this award.

8. Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

9. Area, Incidence and Duration

- (i) This award shall apply to all the classifications as defined herein.
- (ii) The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector Employment (General) Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any awards replacing these awards.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award* published 27 November 2015 (378 I.G. 281), 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 1 February 2019.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below shall apply on the first full pay period on or after 1 July 2018.

Classification	Annual Salary 1 July 2018 2.5% \$	Common Salary Point
Land Information Officer Level 1		
Year 1	49,431	20
Year 2	53,307	27
Year 3	57,767	36
Year 4	63,199	46

Land Information Officer Level 2		
Year 1	66,871	52
Year 2	69,962	57
Year 3	73,469	62
Land Information Officer Level 3		
Year 1	77,363	67
Year 2	80,396	71
Year 3	83,403	75
Year 4	86,033	78
Land Information Officer Level 4		
Year 1	89,406	82
Year 2	92,026	85
Year 3	94,782	88
Land Information Officer Level 5		
Year 1	97,616	91
Year 2	100,624	94
Year 3	104,918	98
Land Information Officer Level 6		
Year 1	108,044	101
Year 2	112,212	105
Year 3	115,617	108
Year 4	119,061	111
Land Information Officer Level 7		
Year 1	124,965	116
Year 2	130,262	120
Year 3	138,421	126
Year 4	144,521	130

SCHEDULE 1

Appropriate Qualifications

The following qualifications are currently deemed appropriate in terms of this award:

Degree in Information Technology (Spatial Information)

Graduate Diploma in Geographic Information Systems (GIS) and Remote Sensing (or equivalent)

Degree in Geography (majoring in GIS)

Associate Diploma in Land Information Systems

Associate Diploma in Cartography

Associate Diploma in Surveying

Cartography Certificate

Land and Engineering Survey Drafting Diploma

Surveying Certificate IV

Administrative Survey Drafting Certificate

Associate Diploma in Survey Drafting

Spatial Information Services (Surveying) Diploma

Other relevant or equivalent tertiary qualifications as deemed appropriate to the classification

SCHEDULE 2

Progression Requirements

Land Information Officer Level 1 - Staff members will progress through the incremental steps within the salary range for Level 1, subject to the capacity to perform the capabilities of the role and satisfactory service.

Land Information Officer Level 2 - In order to progress to a Land Information Officer Level 2, a staff member must possess an appropriate university or TAFE qualification, and demonstrate a capacity to undertake the duties, responsibilities and capabilities of the role to that level as determined by the agreed criteria in Schedule 3.

A staff member is free to raise objection to a decision through the appropriate appeals mechanism, outlined in clause 6, Assignment, Progression and Training.

A staff member need not be at the maximum salary of the Land Information Officer Level 2 range in order to apply for assessment.

Staff members who are within the Land Information Officer Level 2 salary scale will progress through the incremental range, subject to demonstrating the capacity to perform the capabilities of the role and continuing satisfactory service.

Land Information Officer Level 3 - In order to progress to Land Information Officer Level 3, a staff member must possess an appropriate university or TAFE qualification and demonstrate a capacity to undertake the duties, responsibilities and capabilities of the role to the level as determined by the agreed criteria in Schedule 3.

A staff member is free to raise objection to a decision through the appropriate appeals mechanism, outlined in the said clause 6.

Staff members who are within the Land Information Officer Level 3 salary scale will commence the cross-training modules designed to facilitate the multi-skilling process. Staff members will progress through the incremental range, subject to demonstrating the capacity to perform the capabilities of the role and continuing satisfactory performance and service.

Land Information Officer Levels 4, 5, 6 and 7 - Staff members who are assigned to Land Information Officer Levels 4, 5, 6 and 7 will possess an appropriate university or TAFE qualification. Staff member who are assigned to any of these roles shall demonstrate the capacity to perform the capabilities of the role and must be committed to the completion of the cross-training modules designed to facilitate the multi-skilling process.

Staff members who are assigned to roles of Land Information Officer Levels 4, 5, 6 and 7 will progress through the incremental range which is appropriate to their assigned level, subject to demonstrating the capacity to perform the capabilities of the role and continuing satisfactory performance and service.

SCHEDULE 3

Job Criteria

Land Information Officer Level 1 -

- | | |
|------------------------|--|
| 1. Qualifications: | HSC or equivalent |
| 2. Complexity of Work: | competent to undertake work/projects of limited complexity, i.e., routine work activities commensurate with person's experience and training, e.g., map/database/ stations/entries, preparation of plans and diagrams for unpublished reports. |

3. Capabilities:	Demonstrate the capacity to perform the capabilities outlined the role description for the role.
4. Freedom to Act:	very limited degree of freedom to perform tasks, i.e., act with an extensive degree of guidance
5. Human Resource Management:	not required to carry out such duties
6. Computing:	undertake data capture/retrieval of limited complexity relating to MRLIS (incl. geological, mining title data) proficiency in functions of CAD system relating to generation of maps, plans of limited complexity proficiency in functions of limited complexity relating to the Office Automation Network, e.g., word processing
7. Map Design and Compilation:	understanding and exercising of limited levels of design/compilation aspects of maps/plans/diagrams in manual, digital form in relation to unpublished reports; to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation) understanding and exercising of limited levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation:	competent to interpret to a limited degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to: mining and land use proposals, conveyance matters, coal mine workings; map and plan production; providing information/advice to industry, public, other Govt. agencies.
9. Work Organisation:	ability to plan, organise own work in line with Departmental priorities and deadlines
10. Decision Making:	ability to display independent technical judgement and initiative on matters of very limited complexity
11. Provision of Advice:	competent in providing independent and timely advice/information of a very limited degree of complexity
12. Training:	not required to provide on-the-job or formal training
13. Interpersonal:	ability to gain co-operation and acceptance of co-workers and, as required, clients
43. Communication:	ability to display at least a limited degree of oral/written liaison skills, e.g., form replies, liaison with authors
15. Financial Management:	not required to exercise any control over finances
16. Legislative	competent to interpret, under guidance, limited aspects of Interpretation: Mining Acts/Regs and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational	knowledge of accountability/responsibility for aspects of Health and Safety: staff/client health, safety and welfare

18. EEO:	understanding of EEO principles
19. Corporate Plan:	ability to comply with Corporate Plan objectives
20. Policy:	ability to understand and implement, under guidance, Dept./Govt policies, procedures, legal advisings relative to section functions
Land Information Officer Level 2 -	
1. Qualifications:	appropriate university or TAFE course
2. Complexity of Work:	competent to undertake work/projects of moderate complexity, e.g., identification of moderately complex mining title information from manual and digital databases, assist in the cartographic compilation of geological/metallogenic maps and plans for publication Demonstrate the capacity to perform the capabilities outlined the
3. Capabilities:	role description for the role. ability to exam work of limited complexity for accuracy and completeness, as required
4. Freedom to Act:	limited degree of freedom to perform tasks, i.e., act with a substantial degree of guidance
5. Human Resource	ability to assist in very limited aspects of supervision, e.g., Management: guide junior staff, co-workers undertake data
6. Computing:	capture/retrieval of moderate complexity relating to MRLIS (incl. geological, mining title data) proficiency in function of CAD system relating to generation of maps, plans of moderate complexity proficiency in functions of limited complexity relating to the Office Automation Network, e.g. word processing
7. Map Design and Compilation:	understanding and exercising of general levels of design/ compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/ administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation) understanding and exercising of general levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation:	competent to interpret to a moderate degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to: mining and land use proposals, conveyance matters, coal mine workings map and plan production providing information/advice to industry, public, other Govt. agencies

9. Work Organisation: ability to plan, organise own work in line with Departmental priorities and deadlines
10. Decision Making: ability to display independent technical judgement and initiative on matters of limited complexity
11. Provision of Advice: competent in providing independent and timely advice/information of a limited degree of complexity
12. Training: ability to provide a very limited degree of on-the-job training of junior technical staff and co-workers
13. Interpersonal: ability to gain co-operation and acceptance of co-workers and, as required, clients
14. Communication: ability to display at least a limited level of oral/written liaison skills, e.g., form replies, liaison with authors
15. Financial Management: not required to exercise any control over finances
16. Legislative Interpretation: competent to interpret, under guidance limited aspects of Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety: knowledge of accountability/responsibility for aspects of staff/client health, safety and welfare
18. EEO: understanding of EEO principles
19. Corporate Plan: ability to comply with Corporate Plan objectives
20. Policy: ability to understand, implement, under guidance, Dept./Govt. policies, procedures, legal advisings relative to section functions

Land Information Officer Level 3 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of substantial complexity, e.g., cartographic production of geological, metallogenic and cadastral maps/plans
3. Capabilities: Demonstrate the capacity to perform the capabilities outlined the role description for the role.
ability to examine work of moderate complexity for accuracy and completeness, as required
4. Freedom to Act: moderate degree of freedom to perform tasks, i.e., act with a moderate degree of guidance
5. Human Resource Management: ability to assist in limited aspects of supervision, e.g., guide, motivate staff
6. Computing: undertake data capture/editing/retrieval of substantial complexity relating to MRLIS, incl. geological, mining title data

proficiency in functions of CAD system relating to generation of maps, plans of substantial complexity

	ability to undertake limited research and development of graphic applications
	proficiency in functions of moderate complexity relating to the Office Automation Network, e.g., spreadsheets
7. Map Design and Compilation	understanding, exercising of superior levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
	understanding, exercising of superior levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation:	competent to interpret to a substantial degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
	mining and land use proposals, conveyance matters, coal mine workings map and plan production
	providing information/advice to industry, public, other agencies
9. Work Organisation:	ability to plan, organise own work and assist in limited aspects of planning, organising work of junior staff in line with Departmental priorities, deadlines
10. Decision Making:	ability to display independent technical judgement and initiative on matters of general complexity
11. Provision of Advice	competent in providing independent and timely advice/information of a moderate degree of complexity
12. Training:	ability to provide a limited degree of on-the-job training of junior technical staff, co-workers
13. Interpersonal	ability to gain co-operation of co-workers and clients; assist development of skills of junior staff, co-workers
14. Communication:	ability to display a moderate degree of oral/written liaison skills, e.g., submissions/correspondence/reports
15. Financial Management:	ability to exercise a limited degree of control over finances, e.g., stores
16. Legislative:	competent to interpret, under guidance, general aspects of Interpretation: Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety	knowledge of accountability/responsibility for aspects of: staff/client health, safety and welfare
18. EEO:	understanding of EEO principles
19. Corporate Plan:	ability to comply with Corporate Plan objectives and contribute generally to the formulation of budget estimates

20. Policy:	ability to understand and implement, under guidance.
Land Information Officer Level 4 -	
1. Qualifications:	Appropriate university or TAFE course
2. Complexity of Work:	competent to undertake work/projects of high complexity, e.g., complex Ministerial submissions/correspondence, specific computer research and development of graphic applications for MRLIS ability to examine work of substantial complexity for accuracy, Completeness
3. Capabilities:	Demonstrate the capacity to perform the capabilities outlined the role description for the role.
4. Freedom to Act:	substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance
5. Human Resource Management:	ability to supervise and allocate staff resources, provide sound leadership, motivate staff (as first level of direct, sustained supervision)
6. Computing:	undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data) ability to undertake substantial research and development of graphic applications proficiency in functions of CAD system relating to generation of maps, plans of high complexity proficiency in functions of substantial complexity relating to the Office Automation Network, e.g., data basing
7. Map Design and Compilation:	understanding and exercising of high levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation) understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation:	competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to: mining and land use proposals, conveyance matters, coal mine workings map and plan production providing information/advice to industry, public, other Govt. agencies
9. Work Organisation:	ability to plan, organise work of section staff in line with Departmental priorities, deadlines; to monitor and evaluate performance

- 10. Decision Making: ability to display independent technical judgement and initiative on matters of substantial complexity
- 11. Provision of Advice: competent in providing independent and timely advice/information of a substantial degree of complexity
- 12. Training: ability to provide a substantial degree of on-the-job training of section staff and co-workers
- 13. Interpersonal: ability to develop staff and make accurate assessment of abilities and performance
- 14. Communication: ability to display a superior level of oral/written liaison skills, e.g., provide staff with clear and constructive direction and advice
- 15. Financial Management: ability to exercise a limited degree of control over finances, e.g., provide advice on equipment purchases
- 16. Legislative: competent to interpret substantial aspects of Mining Acts/
Interpretation: Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
- 17. Occupational Health and Safety: accountable/responsible for aspects of staff/client health, safety and welfare
- 18. EEO: understanding of and capacity to implement EEO principles
- 19. Corporate Plan: ability to comply with Corporate Plan objectives and contribute generally to the formulation of objectives, estimates
- 20. Policy: ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to section function; to provide moderate degree of input into development/review of policies/procedures

Land Information Officer Level 5 -

- 1. Qualifications: appropriate university or TAFE course
- 2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., special projects, formal training, computer graphics research and development

ability to exam work of high complexity for accuracy, completeness as required
- 3. Capabilities: Demonstrate the capacity to perform the capabilities outlined the role description for the role.
- 4. Freedom to Act: substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance
- 5. Human Resource Management: ability to supervise training of technical staff
- 6. Computing: undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data)

ability to undertake extensive research and development of graphic applications

- understanding of general aspects of computer technology applications in relation to Departmental objectives
- proficiency in functions of CAD system relating to generation of maps, plans of high complexity
- proficiency in functions of substantial complexity in relation to the Office Automation Network
7. Map Design and Compilation: understanding and exercising of high levels of design/compilation/ fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/ calculation)
- understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings map and plan production
- providing information/advice to industry, public, other Govt. agencies
9. Work Organisation: ability to plan, organise work (incl. training programmes) in line with Departmental priorities, deadlines; to monitor and evaluate performance
10. Decision Making: ability to display independent technical judgement on matters of high complexity; to display pro activity
11. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity, e.g., training in technical and administrative functions
12. Training: ability to plan, develop and implement formal training programs of high degree and to provide on-the-job training of Branch staff, as required
13. Interpersonal: ability to develop staff and make accurate assessment of abilities and performance
14. Communication: ability to display a high level of oral/written liaison skills, e.g., present information and ideas to groups
15. Financial Management: ability to exercise a moderate degree of control over finances
16. Legislative Interpretation: competent to interpret extensive aspects of Mining: Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety: substantial degree of accountability/responsibility for aspects of staff/client health, safety and welfare
18. EEO: understanding of and capacity to implement EEO principles

19. Corporate Plan: ability to implement Corporate Plan objectives, contribute generally to the formulation of objectives, estimates
20. Policy: ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide a moderate degree of input into review/development of policies/procedures
- Land Information Officer Level 6 -
1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., management/supervision of unit and its functions
3. Capabilities: ability to critically analyse work
Demonstrate the capacity to perform the capabilities outlined the role description for the role.
4. Freedom to Act: extensive degree of freedom to perform tasks, i.e., act with a very limited degree of guidance
5. Human Resource Management: ability to supervise/manage group(s) of technical staff, co- ordinate resources; to lead, motivate staff; to demonstrate management skills
6. Computing: ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications

understanding of extensive aspects of computer technology applications in relation to Departmental objectives

ability to undertake a superior degree of research and development of graphic applications, as required
7. Map Design and Compilation: ability to provide a high degree of input into review/development of policy and procedures relating to design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form

understanding of high levels of such design/compilation aspects
8. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:

mining, land use proposals, conveyance matters, coal mine workings

map and plan production
9. Work Organisation: providing information/advice to industry, public, other Govt. agencies
ability to co-ordinate unit activities in line with Departmental priorities, deadlines; to review performance
10. Decision Making: ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity
11. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity

12. Training: ability to oversee the implementation of formal and on-the-job training in the unit
13. Interpersonal: ability to represent and negotiate with clients and others on behalf of the Branch or Department
14. Communication: ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively
15. Financial Management: ability to exercise a superior degree of control over finances, i.e., of the unit's budget
16. Legislative Interpretation: competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety: high degree of accountability/responsibility for aspects of staff/client health, safety and welfare
18. EEO: understanding of and capacity to implement/oversight implementation of EEO principles
19. Corporate Plan: ability to implement Corporate Plan objectives, contribute substantially to the formulation of objectives, estimates, performance indicators
20. Policy: ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide substantial degree of input into review/development of relevant policies/procedures

Land Information Officer Level 7 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., management of Branch and its functions
3. Capabilities: ability to ensure work meets quality control standards. Demonstrate the capacity to perform the capabilities outlined the role description for the role.

ability to exercise delegated authority duties, functions
4. Freedom to Act: extensive degree of freedom to manage Branch
5. Human Resource Management: ability to manage/supervise Branch technical staff, allocate/co-ordinate Branch staff resources, provide dynamic leadership; to demonstrate management skills
6. Computing: ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications

understanding of extensive aspects of computer technology applications in relation to Departmental objectives

7. Map Design and Compilation: ability to provide a high degree of input into review/development of policy and procedures relating to design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form
understanding of moderate levels of such design/compilation aspects
8. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:

mining, land use proposals, conveyance matters, coal mine workings

map and plan production

providing information/advice to industry, public, other Govt. agencies
9. Work Organisation: ability to coordinate Branch activities in line with Departmental priorities, deadlines; to delegate work, review/measure performance, adjust to change
10. Decision Making: ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity
11. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity
12. Training: ability to ensure a high degree of formal and on-the-job training is implemented for all Branch staff
13. Interpersonal: ability to represent and negotiate with clients and others on behalf of the Branch or Department; to encourage development of staff skills
14. Communication: ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively
15. Financial Management: ability to exercise a high degree of control and accountability over finances, i.e., of Branch's budget
16. Legislative Interpretation: competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety: high degree of accountability/responsibility for aspects of staff/client health, safety and welfare
18. EEO: understanding of and a high degree of accountability and responsibility for the implementation of EEO principles
19. Corporate Plan: understanding of and a high degree of accountability/responsibility for the implementation of the Corporate Plan

ability to contribute extensively to the formulation of objectives, estimates and performance indicators

20. Policy:

ability to understand, implement Dept/Govt. policies, procedures, legal advising's relative to Branch/Dept. functions; to provide a high degree of input into development/review of relevant policies/ procedures.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY) LOCAL COORDINATOR ALLOWANCE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284843 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Local Coordinator Allowance
3.	Saving of Rights
4.	Anti-Discrimination
5.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Allowances

Appendix 1 - Responsibility of a Local Coordinator

PART A

1. Definitions

- (i) "Assignment to a role" shall be determined by merit selection and by an expression of interest. The period of assignment shall be a three (3) year term or as determined by the Department.
- (ii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "Department" means the NSW Department of Industry.
- (iv) "Facilities Coordinator" means a Local Coordinator who undertakes the duties listed under the heading of "Facilities Coordination" in Appendix 1.
- (v) "Industrial Relations Secretary" means the Secretary of the Treasury, as specified in Schedule 1 Part 1 of the *Government Sector Employment Act* 2013.
- (vi) "Local Coordinator duties" shall be determined from time to time by the Department. As a guide, Appendix 1 indicates the current duties that are required to be performed by a Local Coordinator.
- (vii) "Local Coordinator" means a member of staff who is assigned to a role as such by the Department and carries out the duties of Local Coordinator as determined from time to time in a location.

- (viii) "Location" means an office, site or facility as determined by the Department.
- (ix) "Personnel Coordinator" means a Local Coordinator who undertakes the duties listed under the heading of "Personnel Coordination" in Appendix 1.
- (x) "Secretary" means the Secretary, Department of Industry, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xi) "Staff Administered by Local Coordinator" shall be the number of staff at the location for which the Local Coordinator is assigned responsibility. For the purpose of determining the applicable allowance payable for the ensuing year this number shall be reassessed on the first day of March each year.
- (xii) "Staff" means all ongoing full time, ongoing part time and temporary staff assigned to a role by the Department, pursuant to the *Government Sector Employment Act 2013*. Casuals, contractors or those participating in work experience are not included for the purpose of this award.

2. Local Coordinator Allowance

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Table 1 of Part B, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

- (i) Full allowance rates shall apply where the Department requires a member of staff to undertake both the Facilities Coordination and the Personnel Coordination roles.
- (ii) Partial allowance rates shall apply where the Department requires a member of staff to undertake either the Facilities Coordination or the Personnel Coordination roles but not both.
- (iii) Where the Department determines that the responsibilities of Local Coordinator are fundamental to a staff member's assigned role no allowance shall apply.

3. Saving of Rights

- (i) At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the Crown Employees (Public Sector - Salaries 2018) Award, or an Award replacing it, staff under this award will maintain the same salary relationship to the rest of the Public Service.

4. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

5. Area, Incidence and Duration

- (i) The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any awards replacing these awards.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award* published 27 November 2015 (378 I.G. 299), 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 1 February 2019.
- (iii) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Allowances

Effective from the beginning of the first full pay period to commence on or after 1.07.2018

	Annual Rates FFPP on or after 1 July 2018 (2.5%) \$	
Staff Administered by Local Coordinator	Full Allowance	Partial Allowance
Up to three staff	2,487	1,242

Up to six staff	3,727	1,862
Up to ten staff	4,971	2,487
More than ten staff	7,458	3,729

APPENDIX 1

The roles of a Local Coordinator are defined as:

1. Facilities Coordination:

A Local Coordinator who is assigned to the role as facilities coordinator will be responsible for:

- 1.1 Acting as the local contact for all matters relating to facilities management and administration
- 1.2 Ensuring that facilities such as office accommodation, buildings, infrastructure, motor vehicles, assets and storage facilities are maintained and managed in accordance with Departmental policies and procedures.
- 1.3 Ensuring that shared services are delivered and managed efficiently within the available resources and in accordance with Departmental policies and procedures.
- 1.4 Approving financial and administrative matters under delegation.
- 1.5 Ensuring the facility is managed and operated in accordance with the requirements of the NSW *Workplace Health and Safety Act 2011*.
- 1.6 Other facilities coordination duties as reasonably determined by the Department from time to time.

2. Personnel Coordination:

A Local Coordinator who is assigned to the role as personnel coordinator will be responsible for:

- 2.1 Coordinating the compliance of staff with Departmental and NSW Government policies and guidelines in relation to personnel matters such as attendance, conduct and ethical behaviour.
- 2.2 Advising relevant managers and line supervisors of breaches of policies and guidelines in relation to personnel matters and assisting to address these breaches when requested.
- 2.3 Coordinating matters relating to the induction, entry onto duty and last day of duty of staff.
- 2.4 Coordinating work priorities and supervision of support staff servicing multiple programs.
- 2.5 Other personnel coordination duties as reasonably determined by the Department from time to time.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY)
REGULATORY OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 285910 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Progression Criteria
6.	Hours of Work
7.	Allowances
8.	Penalty Payments for Shift Work and Weekend Work
9.	Overtime
10.	Relieving Duties at Stock Inspection Crossings
11.	Job Evaluation
12.	Anti-Discrimination
13.	Deduction of Union Membership Fees
14.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (Department of Industry) Regulatory Officers Award.

2. Definitions

- (i) "Act" means the *Government Sector Employment Act* 2013.
- (ii) "AQIS" refers to the Australian Quarantine and Inspection Service.
- (iii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.

- (iv) "Department" means the Department of Industry, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (v) "Secretary" means the Secretary, Department of Industry, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (vi) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment and Act 2013*.
- (vii) "Job Evaluation" means an agreed methodology within the NSW Public Sector to grade roles under this Award.
- (viii) "Member of Staff" for the purposes of this Award, means a person employed as an employee on probation, or an employee, employed in any capacity under the provisions of Part 4, Division 5 of the Act.
- (ix) "Normal Work" is defined as the duties, responsibilities and capabilities to the role description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (x) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xi) "Role" means a role as dealt with in Section 9 of the *Government Sector Employment Act 2013*.
- (xii) "Regulation" means the Government Sector Employment Regulation 2014.
- (xiii) "Rules" means the Government Sector Employment (General) Rules 2014.
- (xiv) "Regulatory Officer" means and includes all members of staff employed as ongoing, ongoing part time, temporary or casual employed under the provisions of the Act, who at or after the date this Award are assigned to a role of, and were classified as a Regulatory Officer under this Award.
- (xv) "Regulatory Officer Grade 1" means a member of staff whose duties are of single or dual function/discipline in nature and the role is designated as such by job evaluation.
- (xvi) "Regulatory Officer Grade 2" means a member of staff whose duties are of multi-functional or multi-disciplinary, and may include the supervision of more than one Grade 1 Regulatory Officer in a field operation and is a role.
- (xvii) "Regulatory Officer Grade 3" means a member of staff who has a multi-functional or multi-disciplinary roles including the preparation of legal briefs for prosecutions, and/or assistance with the supervision of a section of an operation and is a role.
- (xviii) "Regulatory Officer Grade 4" means a member of staff, who performs the role of a Grade 4 Regulatory Officer whilst being designated as a functional or disciplinary specialist, or supervises a particular section of an operation and is a role.
- (xix) "Regulatory Officer Grade 5" means a member of staff whose role includes management of teams or staff over a geographic area or operational unit and is a role designated as such by job evaluation.
- (xx) "Regulatory Officer Grade 6" means a member of staff whose responsibility is State or Program based and is a role.
- (xxi) "Regulatory Officer Grade 7" single graded management or specialised role.
- (xxii) "Regulatory Officer Grade 8" single graded management or specialised role.
- (xxiii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.

(xxiv) "Service" means continuous service for salary purposes.

3. Salaries

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Table 1 and Table 2 of Part B, this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

4. Saving of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

A Regulatory member of staff who has been in receipt of the 1st Year of Grade 3 for a minimum twelve months shall be eligible for progression to Grade 3, Year 2 subject to the ability to undertake the relevant capabilities outlined in the Government Sector Capabilities Framework as stated in their role description and successful completion of any Agricultural Regulatory Officers Training Program approved by the Secretary. Training programs shall be developed in consultation with the parties to this award.

6. Hours of Work

- (a) Regulatory Officers other than those involved in Stock Inspection -
 - (i) Members of staff, at departmental convenience, will work rostered standard hours or flexible hours of duty in accordance with the Departments Flexible Working Hours Agreement.
 - (ii) The ordinary working hours for Regulatory Officers, who are engaged on rostered hours will be 35 hours per week, 7 hours per day, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm. Rosters once set shall not be altered except with 7 days' notice or by mutual agreement between the parties or in the event of an emergency.
 - (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
 - (iv) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
 - (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days' notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.
- (b) Regulatory Officers - Stock Inspection
 - (i) Except as provided in paragraph (ii) of this subclause the ordinary hours of work of a Regulatory Officer involved in Stock Inspection shall not exceed seventy-six hours per fortnight to be worked in each instance from Monday to Friday, inclusive.
 - (ii) The ordinary hours of a Regulatory Officer involved in Stock Inspection located at a crossing shall not exceed seventy-six hours per fortnight to be worked in not more than any ten days of the fortnightly period.

Provided that:

- (a) The number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, while working at a one, two or four-person crossing is to be determined in accordance with the following table:

(A) No. of Hours Credited for Each 24 Hours At a One-Person Crossing	(B) No. of Hours Credited for Each 24 Hours At a Two-Person Crossing
8 hours	16 hours

The hours to be credited for a Regulatory Officer involved in Stock Inspection working on a four-person crossing shall be on the basis of one hour's credit for one hour actually worked.

- (b) The balance of hours between time required to be spent at one and two-person crossings for each twenty-four hours and hours to be credited as actually worked in accordance with the above formula is stand-by time, and is compensated by the allowance prescribed in subclause (i) of clause 7, Allowances.
- (c) Where the number of ordinary hours required at a one or two-person crossing is less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this subclause.
- (d) Regulatory Officers - 38 hours per week - Animal Health Inspection
- (i) Members of staff employed in the classification of Animal Health Inspection, at departmental convenience, will work rostered or flexible hours of duty.
- (ii) The ordinary working hours for Regulatory Officers employed in the classification of Animal Health Inspection, who are engaged on rostered hours, will be 38 hours per week, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm.
- (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
- (iv) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
- (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days' notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.

7. Allowances

- (i) Any Regulatory Officer involved in Stock Inspection who is rostered for duty over seven (7) days of the week and whose hours are prescribed by paragraph (ii) of subclause (b) of clause 6, Hours of Work, shall also be paid an allowance equivalent to 15 per cent of salary for all incidents associated with shift work, stand-by time, work carried out during stand-by time and weekend duty. That allowance is to be deemed as salary for all purposes except in respect of the following:

- (a) Calculation of overtime rates in accordance with clause 9, Overtime; and

- (b) Payment of an annual leave loading.
- (ii) A Regulatory Officer involved in stock inspection on a one-person crossing who is required to provide relief and whose hours of duty are as prescribed in paragraph 2 of subclause (b) of clause 6, Hours of Work, shall be paid a relief allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates. That allowance is for relief provided at the crossing whilst the officer is on patrol. The allowance in respect of a crossing shall be the amount per annum as set out in Item 2 of the said Table 2. That allowance relates to after hours telephone use by the employee and/or spouse.

These allowances will be adjusted in accordance with any variations applied commensurate with this Award.

- (iii) A Regulatory Officer who is required by the Department to provide forage and equipment to fulfil their duties shall be paid an allowance at the rates and conditions as determined by the Secretary.
- (iv) A Regulatory Officer who is required to tow their own registered horse float on official business, whether by Departmental vehicle or by their private vehicle, shall be paid an allowance as determined by the Secretary.

8. Penalty Payments for Shift Work and Weekend Work

In addition to the salary rates prescribed by this Award, employees authorised by the Department to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:

- (i)
 - (a) On afternoon shift, commencing at or after 10am and before 1pm at the rate of 10 per cent extra.
 - (b) On afternoon shift, commencing at or after 1pm and before 4pm at the rate of 12½ per cent extra.
 - (c) On night shift, commencing at or after 4pm and before 4am at the rate of 15 per cent extra.
 - (d) Early morning shift, commencing at or after 4am and before 6am at the rate of 10 per cent extra.
- (ii)
 - (a) Between midnight Friday and midnight Saturday at the rate of half time extra.
 - (b) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra; provided that the weekend rates in this subclause shall be substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.
- (iii) Between midnight to the following midnight on a public holiday - at the rate of time and one-half extra in substitution for and not cumulative upon the shift premiums prescribed in subclauses (i) and (ii) of this clause.

9. Overtime

- (i) A staff member may be directed by the Secretary to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to staff member health and safety;

- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or
 - (e) any other relevant matter.
- (ii) Except for Regulatory Officers who work a 38 hour week, overtime conditions for all other regulatory staff will be in accordance with the conditions laid down in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced..
 - (iii) When members of staff who are working part-time are required to work longer on any day than their usual part-time hours, payment shall be as follows:-
 - (a) for the time in excess of the person's usual hours and up to the normal full time hours for the classification, payment shall be at the ordinary hourly rate plus a loading of 4/48ths in lieu of recreation leave.
 - (b) for the time worked beyond the full time starting and finishing times for the classification, payment shall be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.
 - (iv) Except in respect of Regulatory officers involved in Stock Inspection, a Regulatory Officer shall be entitled to make a claim on the Department for non-directed out of hours work where it can be shown that the performance of this work was in accordance with the efficient and effective performance of official duties. Non-directed out of hours work can only be claimed on an hour for hour basis for work performed outside the employee's spread of ordinary hours (8.30 am - 4.30 pm Monday - Friday). A maximum of leave in lieu of 10 hours per month can be claimed for work performed by a Regulatory Officer at his/her office.
 - (v) The following overtime conditions apply to Regulatory Officers who work a 38 hour week:

Except for 0.4 of an hour for each day worked which contributes towards one paid rostered day off in each twenty working day cycle, any time directed to be worked by a Regulatory Officer involved in Stock Inspection.

 - (a) In excess of seventy-six rostered hours per fortnight, Monday to Friday, or on Saturday shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter.
 - (b) In excess of 76 rostered hours per fortnight by a Regulatory Officer involved in Stock Inspection on a Sunday shall be overtime and paid for at the rate of double time.
 - (c) Where the excess of fortnightly hours is due to hours credited pursuant to clause 10, Relieving Duties at Stock Inspection Crossings, of this Award, in respect of relief of Regulatory Officers involved in Stock Inspection at a one, two or four-person crossing on a Saturday, Sunday or Public Holiday, hours so credited shall be paid for at ordinary rates.
 - (d) Except where the time is worked by arrangement with another employee and with the concurrence of the supervisor -
 - (i) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off, Monday to Saturday, inclusive, shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter;
 - (ii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Sunday shall be overtime and paid for at the rate of double time.

- (iii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Public Holiday shall be overtime and paid for at the rate of double time and a half.
- (e) Except as provided in paragraph (d) of this subclause, any time directed to be worked by a Regulatory Officer involved in stock inspection on a public holiday in excess of the employees rostered seventy-six hours per fortnight, shall be overtime and paid for at the rate of double time and a half.
- (f) Except as provided for in subclause (a) of clause 10, Relieving Duties At Stock Inspection Crossings, of this Award, an employee may elect to be granted time off rather than claim payment for overtime directed to be worked. Leave in lieu of payment shall be taken at the convenience of the Department and is to be taken within three months of the date of the election in accordance with the following:
 - (a) One days leave in lieu of time worked for three or more hours;
 - (b) Half a day's leave in lieu of time worked up to three hours.
- (g) An employee who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three hours' work at the appropriate rate prescribed by this Award.
- (h) An employee who works so much overtime -

between the termination of his/her ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, shall, subject to this subclause, be released after completion of such overtime until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence and be credited for such time.

Provided that if, on the instructions of the supervisor, such an employee resumes or continues, to work without having had eight (8) consecutive hours off duty, the employee shall be paid at overtime rates until released from duty for such period and shall then be entitled to be absent until the employee has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Relieving Duties at Stock Inspection Crossings

Where a Regulatory Officer involved in Stock Inspection, not in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, is required to relieve another Regulatory Officer on a one, two, or four-person crossing, the periods of relieving duty performed by him/her shall be credited as part of the ordinary hours worked by him/her or in accordance with the following:

(A)	(B)	(C)	(D)
Period of Duty	No. of Hours Credited for each 24 Hour Shift at One-person Crossing	No. of Hours Credited for Each 24 Hour Shift at Two-person Crossing	No. of Hours Credited for each 8-Hour Shift on a Four- person Crossing
Each 24 Hour Day	8	16	8
from Midnight Sunday to Midnight Friday			
Saturday (24 Hours)	15	30	Overtime as per Clause 10
Sunday (24 Hours)	16	32	Overtime as per Clause 10
Public Holidays (24 Hours)	20	40	Overtime as per Clause 10

Where the period of relief is respectively less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this clause.

Provided that, except in respect of overtime payments, and where a Regulatory Officer involved in stock inspection whose hours of duty are as prescribed in paragraph (i) of subclause (b) of clause 6, Hours of Work, and who is required to relieve another Regulatory Officer involved in stock inspection at a one or two-person crossing for a minimum period of eight hours, shall be credited with a minimum of eight hours duty for that shift.

Provided that -

- (a) Where a Regulatory Officer involved in Stock Inspection is required to relieve on Saturday, Sunday or Public Holiday, the employee may elect to take time in lieu for all or part of the time credited as part of the ordinary hours worked on an hour-for-hour basis, up to a maximum of eight hours.
- (b) A Regulatory Officer involved in Stock Inspection who is required to relieve a Regulatory Officer as per this paragraph and who is not in receipt of the entitlements prescribed by subclause (i) of clause 7, Allowances, of this award and subclauses 87.7 and 87.8, Shift Work, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced shall be paid the monetary equivalent of a proportionate amount of the allowance and leave respectively specified in subclause (i) of clause 7 and subclause 88.7 or 88.8, calculated on the hours worked.

11. Job Evaluation

- (i) Roles classified as Regulatory Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Secretary and Association.
- (ii) The grading of Regulatory Officers roles shall be carried out in consultation between the Department and the Association using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Roles will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a role is significantly changed, or a new role is created;
 - (b) where a role falls vacant, the Department can determine whether it is necessary to evaluate and grade the role prior to advertising the vacancy;
 - (c) at the request of any party to this Award provided that the role occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's role is evaluated as falling within a lower or higher grading than that to which the member of staff is presently assigned, then the Department:

- (A) will examine the feasibility of initiating work redesign changes to the role in order to seek to justify the role's salary range at its existing grading level, or;
- (B) adhere to existing statutory and related Public Service policies on filling regraded roles if initiating action under paragraph (A) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

12. Anti-Discrimination

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

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

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

13. Deduction of Union Membership Fees

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

14. Area, Incidence and Duration

The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any Awards replacing these Awards.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award* published 27 November 2015 (378 I.G. 343), 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 1 February 2019.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Effective from the beginning of the full first pay period to commence on or after 1.07.2018

(A) Full Time

Regulatory Officer		1.7.2018 Annual Salary 2.50% \$	Common Salary Points
Grade 1	Year 1	54,311	29
	Year 2	56,198	33
	Year 3	58,319	37
Grade 2	Year 1	61,050	42
	Year 2	65,688	50
	Year 3	69,350	56
Grade 3	Year 1	73,469	62
	Year 2	79,602	70
	Year 3	82,571	74
Grade 4	Year 1	86,033	78
	Year 2	88,450	81
Grade 5	Year 1	92,026	85
	Year 2	94,782	88
Grade 6	Year 1	101,684	95
	Year 2	104,918	98
Grade 7	Year 1	107,007	100
	Year 2	110,083	103

Grade 8	Year 1	114,481	107
	Year 2	117,909	110
	Year 3	121,379	113

(B) Part-Time Hourly Rate Formulae - for staff other than those involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35} = 1 \text{ hours pay}$$

(C) Part-Time Hourly Rate Formulae - for Staff involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{38} = 1 \text{ hours pay}$$

Table 2 - Other Rates and Allowances

Effective from the beginning of the first pay period to commence on or after 1.07.2018.

Item No.	Clause No.	Brief Description	1.7.18 Amount per annum 2.50% \$
1	7 (ii)	One person crossing relief allowance	5,823
2	7 (ii)	One person crossing telephone allowance	2,877

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY)
OPERATIONAL STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 285844 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

PART A

Arrangement

PART A

Clause No.	Subject Matter
1.	Title of the Award
2.	Definitions
3.	Salaries
4.	School Based Apprentices
5.	Saving of Rights
6.	Minimum Qualification Requirements and Commencing Rates
7.	Promotional Criteria
8.	Allowances
9.	Leading Hand Allowance - Transitional Arrangements
10.	Review of Allowances Payable in Terms of this Award
11.	Hours of Work - Day Work
12.	Hours of Work - Shift Work
13.	Overtime
14.	Public Service Holiday
15.	Job Evaluation
16.	Appeals Mechanism
17.	Grievance and Dispute Settling Procedures
18.	Deduction of Union Membership Fees
19.	Anti-Discrimination
20.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

1. Title of the Award

- (i) This Award shall be known as the Crown Employees (Department of Industry) Operational Staff Award.

2. Definitions

- (i) "Act" means - the *Government Sector Employment Act 2013*.
- (ii) "Apprentice" means - an Apprentice assigned to a role, for the duration of their apprenticeship, in a trade covered by the Crown Employees (Skilled Trades) Award.
- (iii) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means Department of Industry, Skills and Regional Development, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (v) "Farm Assistant", "Livestock Attendant", "Senior Livestock Attendant", "Laboratory Craftsman" and "Senior Laboratory Craftsman" means - a member of staff who is assigned to a role designated as such.
- (vi) "Farm Supervisor" means - a member of staff who is assigned to a role designated as such.
- (vii) "Gardener-experienced" means - a member of staff, not being a gardener-tradesperson, as defined, who is temporarily assigned to role as gardener in the absence of or unavailability of a gardener-tradesperson and who, by experience, is capable of performing gardening work to a satisfactory level.
- (viii) "Gardener-labourer" means - a member of staff who is assigned to a role to assist a gardener or to assist generally in gardening work and may be required to carry out under the supervision of a gardener any of the work set out in the definition of "gardener-tradesperson" and includes the operation of small petrol or electricity driven hand mowers and the like.
- (ix) "Gardener-labourer 1st class" means - a garden labourer who is capable of and required from time to time to drive and/or operates motorised tractor hauled or mechanical equipment used in gardening, tree lopping, paving, kerb making, rockery building and landscaping.
- (x) "Gardener-Tradesperson" means - a member of staff who has satisfactorily completed an apprenticeship in the industry of horticulture and gardening and holds the Horticulture Certificate of NSW TAFE or a certificate of equal or higher status and is assigned to a role as a tradesperson in horticulture, gardening, green keeping, floral decoration and all phases of allied works, such as rockery building, paving, landscaping and the like. Provided that a member of staff who had been assigned to a role as a "gardener" under the Crown Employees (Operational Staff - Department of Agriculture) Award published 1 May 1998 (304 I.G. 750) and who through ongoing experience described, shall for the purpose of the Award be deemed to be a gardener tradesperson.
- (xii) "Handyperson" means - a member of staff who is assigned to a role designated as such and who carries out minor repairs and maintenance of farm buildings, structures and equipment.
- (xiii) "Industrial Relations Secretary" means the Secretary of the Treasury as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xiv) "Job Evaluation" means - a methodology agreed to between the parties to grade Operational Staff roles under this Award.
- (xv) "Leading Hand" means - a member of staff who is an assigned to role designated as such and who supervises a particular operation(s).
- (xvi) "Maintenance Operator" means - a member of staff who is assigned to a role designated as such and who carries out repairs and maintenance of farm buildings, structures and equipment and is assigned to a role that requires possession of a trade qualification as a condition of employment.
- (xvii) "Maintenance Supervisor" means - a member of staff who is assigned to a role of Building Supervisor that requires possession of a trade qualification as a condition of employment.

- (xviii) "Member of Staff" for the purposes of this Award, means a person employed as an employee on probation, or employee, employed in any capacity under the provisions of Part 4, Division 5 of the Act, who is classified under this Award.
- (xix) "Normal Work" normal work as defined in clause 17, Grievance and Dispute Settling Procedures, is defined as the duties, responsibilities and capabilities relevant to the Role Description of a member, or members of staff at the time of a grievance, dispute or difficulty.
- (xx) "Operational Staff" means - all members of staff assigned to roles described in this clause.
- (xxi) "Prior Learning" means - recognising formal skills and experience.
- (xxii) "Public Service" means - the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xxiii) "Regulation" means - the Government Sector Employment Regulation 2014.
- (xxiv) "Role" means - a role to which a member of staff has been assigned.
- (xxv) "Rules" means the Government Sector Employment (General) Rules 2014.
- (xxvi) "Salary Rates" means - the ordinary time of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xxvii) "Secretary" means the Secretary of the Department of Industry as specified in Schedule 1 of the *Government Sector Employment Act 2013*
- (xxviii) "Service" means - continuous service for salary purposes.
- (xxix) "Supervisor-Special Grade" means - a member of staff assigned to the role of supervisor who, in the opinion of the Secretary, has special responsibilities involving supervision of another supervisor and more than one major field of activity
- (xxx) "Unions" means - The Australian Workers Union, New South Wales Branch, Australian Manufacturing Workers Union, New South Wales Branch, the Electrical Trades Union of Australia, New South Wales Branch, Communications, Electrical & Plumbing Union, Plumbing Division (NSW Branch); and the Construction, Forestry, Mining and Energy Union, New South Wales Branch.

3. Salaries

- (i) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Table 1 and Table 2 of Part B, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.
- (ii) Existing allowances payable for passing prescribed annual technical college examinations shall continue to be paid to apprentices in accordance with the Crown Employees (Skilled Trades) Award.
- (iii) The salary rates in Part B, Monetary Rates, of this Award, are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement Award.

4. School Based Apprentices

- (i) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

- (ii) Wages
 - (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
 - (b) For the purposes of paragraph (ii)(a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
 - (c) The wages paid for training time may be averaged over the school term or year.
 - (d) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (iii) Progression through the Wage Structure
 - (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (iv) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to an ongoing full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (v) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

5. Saving of Rights

No member of staff employed in the Department under another Award, agreement, or determination on 27 March 1997, or thereafter, who is re-classified under this Award shall receive a salary which is less than the salary received under the member of staff's former Award, agreement or determination.

6. Minimum Qualification Requirements and Commencing Rates

- (i) The commencing rate of pay for a member of staff who is assigned to a role of Farm Assistant shall be the rate of pay prescribed for Grade 1, Step 1.
- (ii) The commencing rate of pay for a member of staff who is assigned to a role of Garden Labourer shall be the rate of pay prescribed for Grade 1, Step 1.
- (iii) The commencing rate of pay for a member of staff who is assigned to a role of Handyperson shall be the rate of pay prescribed for Grade 1, Step 3.
- (iv) The commencing rate of pay for a member of staff who is assigned to a role of Garden Labourer 1st Class shall be the rate of pay prescribed for Grade 1, Step 3.
- (v) Except as provided by subclause (iii) of clause 9 of this Award, the commencing rate of pay for a member of staff who is assigned to role of Leading Hand shall be the rate of pay prescribed for Grade 2, Step 1.

- (vi) The commencing rate of pay for a member of staff who is assigned to a role of Gardener-Experienced shall be the rate of pay prescribed for Grade 2, Step 1.
- (vii) The commencing rate of pay for a member of staff who is assigned to a role of Maintenance Operator and who possesses a trade qualification, other than plumbing or electrical, shall be the rate of pay prescribed for Grade 2, Step 2.
- viii) The commencing rate of pay for a member of staff who is assigned to role of Maintenance Operator and who possesses a plumbing trade qualification shall be the rate of pay prescribed for Grade 2, Step 3.
- (ix) The commencing rate of pay for a member who is assigned to a role of Gardener-tradesperson shall be the rate of pay prescribed for Grade 2, Step 3.
- (x) The commencing rate of pay for a member of staff who is assigned to role of Maintenance Operator and who possesses an electrical trade qualification shall be the rate of pay prescribed for Grade 3, Step 1.
- (xi) The commencing rate of pay for a member of staff who is assigned to a role of Fitter Operator shall be the rate of pay prescribed for Grade 3, Step 3 (however, this rate must not fall below the prescribed rate under the Crown Employee (General Staff - Salaries) Award 2007.
- (xii) The commencing rate of pay for a member of staff who is assigned to a role of Farm Supervisor of a B Grade Research Station shall be the rate of pay prescribed for Grade 4, Step 1.
- (xiii) The commencing rate of pay for a member of staff who is assigned to a role of Farm Supervisor of an A Grade Research Station shall be the rate of pay prescribed for Grade 5, Step 1.
- (xiv) The commencing rate of pay for a member of staff who is assigned to a role of Gardener Supervisor shall be the rate of pay prescribed for Grade 5, Step 2.
- (xv) The commencing rate of pay for a member of staff who is assigned to a role of Gardener Supervisor Special Grade shall be the rate of pay prescribed for Grade 5, Step 3.
- (xvi) The commencing rate of pay for a member of staff who is assigned to a role of Maintenance Supervisor shall be the rate of pay prescribed for Grade 6, Step 1.

7. Promotional Criteria

- (i) Promotion between grades shall be subject to the occurrence of a vacancy and by comparative assessment and demonstrating the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description.
- (ii) Movement within the incremental range of a grade shall be subject to the acquisition of relevant National Competency Points at the required Australian Qualification Framework (AQF) Level necessary to justify progression to that higher salary level. The specific progression requirements are set out in the Operational Staff Workplace Assessment and Progressional Criteria Handbook.

8. Allowances

- (i) A member of staff employed upon any chokage and who is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewerage or if the member of staff is required to work in a septic tank in operation, shall be paid an additional amount per day or part of a day as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.
- (ii) A Maintenance Supervisor or a Maintenance Operator who, as a condition of their employment, is required to possess and use a trade licence shall, in addition to the rate of pay prescribed in clause 3, Salaries, be paid any of the allowances as set out in Item 2 of Table 2 as is deemed appropriate.

- (iii) A Maintenance Supervisor, Maintenance Operator or an Apprentice who, as a condition of their employment, is required to provide their normal tools of trade shall, in addition to the rate of pay prescribed in clause 3, Salaries, be paid the allowance as set out in Item 3 of Table 2 as is deemed appropriate.

Part-time and casual employees shall be paid the hourly equivalent of the above mentioned rates respectively, calculated as follows:

$$\frac{\text{Appropriate annual allowance}}{52.17857143} \quad \times \quad \frac{1}{38}$$

- (iv) Any Operational Staff Grade 2 or above who retain the Leading Hand Allowance as a result of operation of the transitional arrangements prescribed by clause 9 of this Award shall, in addition to the appropriate rate of pay prescribed in clause 3, Salaries, be paid an allowance as set out in Item 4 of Table 2 - Allowances of Part B, Monetary Rates. That allowance is to be superable and is to be regarded as salary for all purposes.
- (v) Operational Staff who are required to work a broken shift shall be paid an amount per day extra as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates.
- (vi) Operational Staff shall be paid the appropriate working dog allowance as set out in Item 6 of Table 2 - Allowances, of Part B Monetary Rates where the relevant Research Station Manager certifies that the use of staff member's working dog(s) is/are necessary for the efficient conduct of the station's operations.
- (vii) First aid
- (a) A member of staff assigned as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such member of staff as specified in Item 7 of Table 2 - Allowances of Part B, Monetary Rates.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.
- (c) When the First Aid Officer is absent on leave for one week or more and another qualified member of staff is selected to relieve in the First Aid Officer's role, such member of staff shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (viii) A member of staff required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or be paid the appropriate Overtime Meal Allowance as set out Item 8 of Table 2 - Allowances, of Part B, Monetary Rates for such a meal and after the completion of each four hours of continuous overtime thereafter shall be paid the appropriate rate as set out in Item 8 of Table 2 - Allowances, of Part B, Monetary Rates for each subsequent meal in addition to the overtime payment.
- (ix) A Maintenance Operator required to hold and act upon a First Class Refrigeration Certification issued by the appropriate Authority or equivalent current NSW certification shall be paid the rate as set out in Item 9 of Table 2 - Allowances, of Part B, Monetary Rates.

9. Leading Hand Allowance - Transitional Arrangements

- (i) Any Operational Staff Grade 2 or above who receives the Leading Hand Allowance as at the date of the first advertisement of the assigned role of Leading Hand established by the former Crown Employees (Operational Staff - NSW Agriculture) Award published 15 November 2002 (337 I.G. 1) will not be financially disadvantaged in the following circumstances:
- (a) where successful in their application for a role of Leading Hand;
- (b) where unsuccessful in the application for a role of Leading Hand; or

- (c) where no application is made for a role of Leading Hand.

Such member of staff shall retain their existing allowance until they retire, resign or are promoted. The Leading Hand allowance payable to such member of staff will continue to be adjusted as prescribed by clause 10, Review of Allowances. Such members of staff who are not assigned to an ongoing full time Leading Hand role, but who retain the Leading Hand Allowance, can be called upon to perform Leading Hand duties as the need arises whilst in receipt of this allowance. In all other situations payment of the Leading Hand Allowance will cease with the assignment of Leading Hands at the respective locations.

- (ii) Trade based Operational Staff who are assigned to Leading Hand roles can be required to perform duties associated with the trade(s) they possess in addition to their Leading Hand duties.
- (iii) Any Operational Staff Grade 1 who received a Leading Hand Allowance immediately prior to being assigned to a role of Leading Hand would commence on Grade 2, Step 2 to avoid any salary reduction arising from the cessation of the Leading Hand Allowance and progress thereafter subject to the agreed competency based progression criteria.

10. Review of Allowances Payable in Terms of this Award

- (i) Adjustment of Allowances - Allowances contained in clause 8, Allowances, of this Award shall be reviewed as follows:
- (a) The following allowances shall be reviewed in accordance with variations to the Crown Employees (Public Sector - Salaries 2018) Award or any replacement Award:
- Chokage Allowance
 - Licence and Registration Allowances
 - Leading Hand Allowance
 - Broken Shift Allowance
 - First Aid Allowance
 - Refrigeration Allowance
- (b) Tool Allowances shall be reviewed in accordance with variations to the Crown Employees (Skilled Trades) Award, or any replacement Award
- (c) Overtime Meal Allowances shall be reviewed in accordance with variations to Meal Allowances prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.
- (ii) Dog Allowances shall be adjusted on 1 January each year in line with the increases in the Consumer Price Index for Sydney during the preceding calendar year.

11. Hours of Work - Day Work

- (i) The ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a rostered work cycle:
- (a) Except in the case of members of staff engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 6:00 am and 6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked, or a system of nine working days each fortnight between Monday and Friday, inclusive, consisting of eight days at 8.5 hours, one day at 8 hours, and one day being a rostered day off.

- (b) The ordinary working hours of members of staff engaged in attending livestock shall be worked as a twenty day, four week cycle of five days per week during the period Monday to Saturday inclusive within nineteen working days of eight hours each between the hours of 6:00 am and 6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- (c) The rostered day off shall be a Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff, the rostered day off may be taken on any other day within the work cycle or accrued as an entitlement for a day off to be taken in a subsequent work cycle.

Provided further that no member of staff shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the member of staff as leisure days off, and except as provided for in this subsection, no work shall be performed by a member of staff on their rostered off day or days.

- (d) A roster of days off (provided for under this subsection) for each member of staff shall be notified to staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working days notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the Department.
- (e) Where such rostered day off prescribed by this subclause falls on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that work cycle (or the next work cycle) is agreed in writing between the Department and the member of staff.
- (f) Each day of paid leave taken and any public holidays occurring during the work cycle shall be regarded as a day worked for accrual purposes.
- (g) A member of staff who has not worked a complete work cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (h) Members of staff shall commence and cease work at their headquarters or other usual or constant location or as otherwise reasonably directed by the Department.
- (i) Members of staff shall be entitled to a meal break each day of not less than half an hour in duration provided that the said meal break shall be taken between 11:30 am and 1:30 pm at a time convenient to the Department.
- (j) A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual member of staff, at a time to be arranged by the Department without deduction from their salaries. The Department may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day in lieu of 20 minute morning tea break.

12. Hours of Work - Shift Work

- (i) The ordinary working hours for shift work shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:
 - (a) The ordinary working hours for shift work shall be worked as twenty-day four-week cycle of five days per week during the period Monday to Sunday inclusive (except broken shifts) with nineteen working days of eight hours each, with 0.4 of one hour on each shift accruing as an entitlement to take one rostered shift off in each work cycle as a shift off paid for as though worked.

- (b) The rostered shift off shall be Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff the rostered shift off may be taken on any other day within the work cycle or accrued as an entitlement for a shift off to be taken in a subsequent work cycle. Provided that no member of staff shall be entitled to accrue more than six shifts off under the terms of this subsection. All rostered shifts off shall be taken by the member of staff as a leisure day off, and except as provided for in this subsection no work shall be performed by a member of staff on their rostered off shift or shifts.
- (c) A roster of shifts off (provided for under this subsection) for each member of staff shall be notified to members of staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working shifts notice of change in roster provided that in the case of an emergency situation, forty-eight (48) hours notice of change in roster may be given by the Department.
- (d) Where such rostered shift off prescribed by this subclause falls on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, the next working day shall be taken in lieu of the rostered shift off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the member of staff.
- (e) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- (f) A member of staff who has not worked a complete four-week cycle shall receive pro-rata accrued entitlements for each shift worked (or each fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered shift off or, in the case of termination of employment, on termination.
- (g) Shift workers shall be allowed a meal break of at least twenty minutes which shall be counted as time worked at a time convenient to the Department.

(ii) Shift Allowances

Shift workers shall be paid the following shift allowances:

Shift	Commencing Time	Allowance in Addition to Ordinary Rate
Day	at or after 6am	Nil
Afternoon	at or after 10am and before 1pm	10%
Afternoon	at or after 1pm and before 4pm	12½%
Night	at or after 4pm and before 4am	15%
Night	at or after 4am and before 6am	10%

Provided that shift allowances shall not be paid in respect of work done at weekends or on public holidays.

(iii) Penalty Rates

Shift workers shall be paid the following rates in respect of work done at weekends or on public holidays.

(a) Weekends

The rate payable to shift workers for work done between midnight Friday and midnight Saturday shall be ordinary time and a half. The rate payable to shift workers for work done between midnight Saturday and midnight Sunday shall be ordinary time and three quarters.

(b) Public Holidays

The rate payable to shift workers for work done on a public holiday shall be double time and a half.

- (iv) Members of staff, other than Operational Staff involved in Dairy Operations, shall not be required to work shift work without the prior agreement of the Association or the appropriate Union.

13. Overtime

- (i) For the purposes of this Award, the Secretary or a person authorised by the Secretary, may require a member of staff to perform duty beyond the hours determined under clause 11, Hours of Work - Day Work and clause 12 Hours of Work - Shift Work, of this Award, but only if it is not unreasonable for the member of staff to be required to do so. A member of staff may refuse to work overtime in circumstances where the working of such overtime would result in the member of staff working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the member of staff's prior commitments outside the workplace, particularly the member of staff's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to member of staff health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Secretary regarding the working of the overtime, and by the member of staff of their intentions to refuse overtime; or
 - (e) any other relevant matter.
- (ii) Except as hereinafter provided, overtime at the rate of time and one half for the first two hours and double time thereafter shall be paid for all time worked:
- (a) in excess of the daily number of rostered hours in one day; or
 - (b) outside the limits of clauses 11 and 12, Hours of Work.
- (iii) Except as provided for in clause 12, all work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. A member of staff required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- (iv) In calculating overtime rates, the allowances referred to in clause 12 of the Award shall be disregarded.
- (v) A member of staff recalled to work overtime after 6:00 pm on any day other than a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the appropriate overtime rate. On each recall the member of staff may be required to work 4 hours.
- (vi) A member of staff who works so much overtime-
- (a) between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the member of staff has not had at least ten consecutive hours off duty between these times;
 - (b) or on Saturdays, Sundays and Holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift, shall, subject to this subclause, be

released after completion of such overtime until the member of staff has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that, if on the instructions of the Department, such a member of staff resumes, or continues to work, without having had such ten consecutive hours off duty the member of staff shall be paid at double rates until released from duty for the ten hour period and shall then be entitled to be absent until the member of staff has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked-
 - (1) For the purpose of changing shift rosters, or
 - (2) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker, or
 - (3) Where a shift is worked by arrangement between the members of staff themselves.
- (vii) A member of staff who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- (viii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1pm which meal break shall be taken without loss of pay.
- (ix) Saturday Work - Day Workers All ordinary time worked on Saturdays in accordance with paragraph (i)(b) of clause 11, Hours of Work - Day Work, of this Award shall be paid for at the rate of time and a half.
- (x) Leave in Lieu of Payment a member of staff approved to work overtime may, within two working days following such work, elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime in this Award i.e., such leave in lieu shall accrue at the equivalent computed overtime rate.

Provided that:

- (a) Where the member of staff elects to receive leave in lieu of payment such leave in lieu shall be taken at the convenience of the Department.
 - (b) Such leave in lieu shall be taken in multiples of quarter day only.
 - (c) Subject to the convenience of the Department, leave in lieu shall be taken within three months of the date accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case a member of staff may elect to have such leave in lieu added to annual leave credits.
 - (d) A member of staff shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.
- (xi) Wherever practicable, overtime at each Station/Centre/Institute will be equitably shared between members of staff on the classification required to work such overtime.

14. Public Service Holiday

- (i) The Public Service Holiday as prescribed by clause 12(C) the Government Sector Employment Regulation 2014 shall be a Public Service Holiday/Union Picnic Day for Operational Staff covered by this Award and shall be in lieu of any other Picnic Day.
- (ii) All Operational Staff shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in clause 3, Salaries, of this Award. Any member of staff required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that a member of staff who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

15. Job Evaluation

- (i) Roles classified as Operational Staff shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Industrial Relations Secretary and Associations/Unions, or any other methodology agreed between the parties during the operation of this Award to grade Operational Staff roles.
- (ii) The grading of Operational Staff roles shall be carried out in consultation between the Department and Associations/Unions using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Roles will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a role is significantly changed, or a new role is created.
 - (b) where a role falls vacant, the Department can determine whether it is necessary to evaluate and grade the role prior to advertising the vacancy.
 - (c) at the request of any party to this Award provided that the role assigned to a member of staff has not been evaluated and graded for a minimum of twelve (12) months.
- (iv) Where a member of staff's role is evaluated as falling within a lower or higher grading than that to which the member of staff is presently assigned, then the Department:
 - (a) will examine the feasibility of initiating work redesign changes to the role in order to seek to justify the role's salary range at its existing grading level, or;
 - (b) adhere to existing statutory and related Public Service policies on filling regraded roles if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

16. Appeals Mechanism

- (i) A member of staff shall have the right to appeal any decision made by the Department in relation to their progression within the grade.
- (ii) Members of staff shall submit a written submission outlining their case to the Director, Industrial Relations within 28 days of the decision being appealed.
- (iii) The Director, Industrial Relations shall constitute an appeals committee made up of one Management representative (who shall not be the appellant's immediate supervisor), one relevant Association/Union representative and one peer that is acceptable to both Management and the Association/Union.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Secretary or nominee for decision.

- (v) The decision of the Secretary or nominee shall be forwarded to the member of staff concerned within 7 working days of the appeal being heard.

17. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (iv) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the member of staff may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (vi) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Secretary shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A member of staff, at any stage, may request to be represented by the Association/Union.
- (ix) The member of staff or the Association/Union on their behalf, or the Secretary may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association/Union, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

18. Deduction of Union Membership Fees

- (i) The union/association shall provide the Department with a schedule setting out fortnightly membership fees payable by members of the union/association in accordance with the union's/association's rules.
- (ii) The union/association shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union/association fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.

- (iii) Subject to subclauses (i) and (ii) of this clause, the Department shall deduct union/association fortnightly membership fees from the pay of any member of staff who is a member of the union/association in accordance with the union's/association's rules, provided that the member of staff has authorised the Department to make such deductions.
- (iv) Monies so deducted from member of staff's pay shall be forwarded regularly to the union/association together with all necessary information to enable the union/association to reconcile and credit subscriptions to members of staff union/association membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union/association, all union/association membership fees shall be deducted on a fortnightly basis.
- (vi) Where a member of staff has already authorised the deduction of union/association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the member of staff to make a fresh authorisation in order for such deductions to continue.

19. Anti-Discrimination

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

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

20. Area, Incidence and Duration

- (i) This Award shall apply to Operational Staff described in clause 2, Definitions, of this Award, in the Department of Industry.

- (ii) The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any Awards replacing these Awards.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award* published 27 November 2015 (378 I.G. 319), 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 1 February 2019.

- (iv) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1 July 2018 with the exception of the Dog Allowances as shown in item 6, Table 2, is adjusted on 1 January each year in line with the increases in the Consumer Price Index for Sydney during the preceding calendar year.

(A) Full time (Annual Rate)		Common Salary Point	1.07.18 Per Annum (2.50% Increase) \$
Junior	Under 17	-	35,701
	at 17 years	-	43,349
Grade 1	Step 1	-	50,996
	Step 2	26	52,882
	Step 3	29	54,311
	Step 4	33	56,198
Grade 2	Step 1	36	57,767
	Step 2	39	59,411
	Step 3	43	61,655
	Step 4	46	63,199
Grade 3	Step 1	46	63,199
	Step 2	50	65,688
	Step 3	53	67,443
Grade 4	Step 1	56	69,350
	Step 2	60	72,054
	Step 3	63	74,333
Grade 5	Step 1	63	73,333
	Step 2	66	76,580
	Step 3	70	79,602
Grade 6	Step 1	73	81,920
	Step 2	76	84,322
	Step 3	80	87,663

(B) Apprentices Full-time (Weekly Rate)		Per Week \$
Year 1	-	510.70
Year 2	-	673.90
Year 3	-	858.50
Year 4	-	975.60

Table 2 - Allowances

Item No.	Clause No.	Brief Description	1.7.2018 Amount (2.50% Increase) \$
1	8(i)	Chokage Allowance per day or part thereof	9.54
2	8(ii)	Maintenance Operator - Licence & Registration Allowances Electricians Licence A Grade B Grade Registration Allowance (a) Plumber's Licence (b) Gasfitter's Licence (c) Drainer's Licence (d) Plumber's/Gasfitter's Licence (e) Gasfitter's/Drainer's Licence (f) Plumber's/Drainer's Licence (g) Plumber's/Gasfitter's/Drainer's Licence	Per annum 2,656 1,428 1,999 2,625 2,625 2,265 3,502 3,502 3,502 4,835
3	8(iii)	Maintenance Operator & Apprentice Tool Allowances Carpenter Electrician Plumber Motor Mechanic Fitter & Turner Welder	Per week 32.30 20.40 32.30 32.30 32.30 32.30
4	8(iv)	Leading Hand Allowance Per Annum	2,315
5	8(v)	Broken Shift Allowance Per Day	14.74
6	8(vi)	Dog Allowance Not Found - 1 Dog* Per Week Dog Allowance Not Found - 2 Dogs* Per week Dog Allowance - 1 Dog Per week Dog Allowance - 2 Dogs Per week	3.83 7.63 11.01 22.02
7	8(vii)	Occupational First Aid Allowance Per week First Aid Allowance Per week	26.20 17.59
8	8(viii)	Overtime Meal Allowance First Meal Subsequent Meals	30.60 30.60
9	8(ix)	Refrigeration Allowance Per Annum	701.03

* Where dog is fed meat supplied by the Department

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY) TECHNICAL STAFF AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284666 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

Arrangement

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

PART A

1. Title
2. Definitions
3. Salaries
4. Saving of Rights
5. Progression Criteria
6. Allowances
7. Hours of Work
8. Job Evaluation
9. Appeals Mechanism
10. Anti-Discrimination
11. Deduction of Union Membership Fees
12. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (Department of Industry) Technical Staff Award.

2. Definitions

- (i) "Act" means *Government Sector Employment Act* 2013.
- (ii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "Department" means the Department of Industry, as specified in Schedule 1 of the *Government Sector Employment Act* 2013.

- (iv) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (v) "Job Evaluation" means a methodology agreed to between the parties to grade Technical Staff under this Award.
- (vi) "Member of staff" for the purposes of this Award, means a person employed as an employee on probation or employee, employed in any capacity under the provisions of Part 4, Division 5 of the Act.
- (vii) "Normal Work" is defined as the duties, responsibilities and capabilities relevant to the Role Description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (viii) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (ix) "Regulation" means the Government Sector Employment Regulation 2014.
- (x) "Role" means a role as dealt with in Division 5 of the *Government Sector Employment Act 2013*.
- (xi) "Rules" means the Government Sector Employment (General) Rules 2014.
- (xii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xiii) "Secretary" means the Secretary of the Department of Industry as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xiv) "Service" means continuous service for salary purposes.
- (xv) "Technical Assistant" means an employee who holds the New South Wales School Certificate or its equivalent and is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description that is required for employment in any of the roles covered by the provisions of this Award. VET Certificate II in any qualification is considered equivalent to the NSW School Certificate.
- (xvi) "Technical Co-ordinator" means an employee who has the experience, expertise and is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description that allows them to accept responsibility for the supervision and co-ordination of technical activities in a technical section or work unit and is assigned to a role designated as such.
- (xvii) "Technical Manager" means an employee who is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description of the role and assigned to a role designated as such.
- (xviii) "Technical Officer" means an employee who is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description of the role and holds:
 - (a) a Biological Technicians Certificate, Chemistry Certificate Course, or the Pathology Technician Certificate Course from TAFE, or a relevant VET Diploma (equivalent AQF Level V) or other qualification deemed by the Department to be equivalent; or
 - (b) a trade qualification plus 5 years relevant post trade experience that is required for employment in any of the roles covered by the provisions of this Award; or,
 - (c) a Library Technician Certificate from TAFE or other qualification deemed by the Department to be equivalent; or

- (d) successfully completed two-thirds of the required credit points necessary for the awarding of a relevant degree; or
 - (e) a relevant AQF Certificate IV or equivalent plus 5 years relevant post qualification experience.
- (xix) "Technical Staff" means all members of staff employed to provide technical contributions to the achievement of the Department's corporate goals.

3. Salaries

Subject to the provisions of the Act, Regulation and Rules thereunder and the Crown Employees (Public Sector - Salaries 2015) Award, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff assigned to roles at grades specified. This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Table 1 and Table 2 of Part B, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

4. Saving of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

- (i) A Technical Assistant who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (ii) A Technical Officer, who has been in receipt of the maximum salary prescribed for their grade for 12 months, shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (iii) Technical Manager roles shall be included at levels, Grade 3, Grade 4 and Grade 5, with promotion into such roles being by assignment subject to the occurrence of a vacancy and completing a comparative assessment process.

6. Allowances

- (i) A member of staff who is assigned to a role as a Technical Co-ordinator will be paid an allowance as set out in Item 1 of Table 2 - Allowances of Part B, Monetary Rates from the date of their assignment. The allowance will be part of the member of staff's salary for all purposes and will be adjusted in accordance with any variations applied commensurate with this Award. The allowance will also be superable.
- (ii) Members of staff will be assigned to the role of Technical Co-ordinator for periods of up to two years with future assignments to be determined by comparative assessment.

7. Hours of Work

- (i) Both full-time and part-time members of staff, subject to Departmental convenience, will work a flexible working hour's arrangement in accordance with the Department's Flexible Working Hours Agreement, which is a co-lateral arrangement under clause 10, Local Arrangement of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.

8. Job Evaluation

Roles classified as Technical Staff shall be graded in accordance with the accredited Job Evaluation methodology and to meet the requirements of the NSW Government Sector Capability Framework as agreed by the Secretary and the Association.

9. Appeals Mechanism

- (i) A member of staff of the Department shall have the right to appeal any decision made by the Department in relation to their performance assessment review or in relation to promotion on merit from one grade to another where this is available under the provisions of this Award.
- (ii) Members of staff shall submit a written submission outlining their case to the Director Industrial Relations within 28 days of the decision being appealed.
- (iii) The Director Industrial Relations shall constitute an appeals committee made up of one Management representative, an Association representative and one peer that is acceptable to both Management and the Association.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Secretary or nominee for approval.
- (v) The decision of the Secretary or nominee shall be forwarded to the member of staff concerned within 7 working days of the appeal being heard.
- (vi) This appeal mechanism shall not cover matters that are dealt with by clause 24 of the Rules.

10. Anti-Discrimination

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

- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- (c) "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

11. Deduction of Union Membership Fees

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

12. Area, Incidence and Duration

- (i) The Award shall apply to each member of staff described as Technical Staff employees in clause 2, Definitions, in the Department of Industry.
- (ii) The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any Awards replacing these Awards.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Department of Industry Skills and Regional Development) Technical Staff Award* published 27 November 2015 (378 I.G. 230), 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 1 February 2019.

- (iv) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the beginning of the first full pay period to commence on or after 1 July 2018.

Table 1 - Salaries

(A) Full-time rates

Technical Assistant

Junior	1.7.18 Per annum 2.50% \$	Common Salary Point
Under 17	26,442	n/a
Age 17	31,729	n/a
Age 18	37,018	n/a
Age 19	42,309	n/a
Age 20	47,596	n/a
Grade 1		
1st Year	52,882	26
2nd Year	54,311	29
3rd Year and thereafter	56,198	33
Grade 2		
1st Year	57,767	36
2nd Year and thereafter	59,411	39
Grade 3		
1st Year	61,655	43
2nd Year and thereafter	63,199	46

Technical Officer

Grade 1	Per annum \$	CSP
1st Year	63,199	46
2nd Year	65,688	50
3rd Year	67,443	53
4th Year and thereafter	69,350	56
Grade 2		
1st Year	75,055	64
2nd Year	77,363	67
3rd Year	79,602	70
4th Year and thereafter	84,322	76
Grade 3		
1st Year	88,450	81
2nd Year	91,072	84
3rd Year	93,848	87
4th Year and thereafter	97,616	91
Grade 4		
1st Year	101,684	95
2nd Year	104,918	98
3rd Year	107,007	100
4th Year and thereafter	110,083	103
Grade 5		
1st Year	114,481	107
2nd Year	117,909	110
3rd Year and thereafter	121,379	113

(B) Part-Time Hourly Rate Formula

$$\frac{\text{Annual Salary}}{52.17857143 \times \frac{1}{35}} = 1 \text{ hours pay}$$

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount
			1.7.18 Per annum 2.50% \$
1	7 (i)	Technical Co-ordinator Allowance	2,839

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA19/05 - NSW National Parks and Wildlife Service Flight Operations Enterprise Agreement 2019

Made Between: Industrial Relations Secretary on behalf of the Department of Planning, Industry and the Environment -&- the Australian Workers' Union, New South Wales (AWU)

New/Variation: New

Approval and Commencement Date: Approved 18 September 2018 and commenced 1 July 2019.

Description of Employees: The agreement applies to all employees employed in the National Parks and Wildlife Service Flight Operations Unit, in the capacity of a Flight Officer.

Nominal Term: 12 Months.

EA19/06 - Tweed Regional Aquatic Centres (TRAC) Enterprise Agreement 2019

Made Between: Tweed Shire Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

New/Variation: New

Approval and Commencement Date: Approved 18 September 2018 and commenced 7 October 2019.

Description of Employees: The agreement applies to all employees employed by Tweed Shire Council located at 10-14 Tumbulgum Road, Murwillumbah NSW 2484, employed at the Tweed Regional Aquatic Centre (TRAC) appointed on or after 7 October 2016, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA19/04 - Star Track Express and TWU New South Wales (Contract Carriers) Contract Agreement

Made Between: Star Track Express Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 11 October 2019 and commenced 11 October 2019.

Description of Employees: The agreement applies to all contract carriers performing a contract of carriage, contracted to Star Track Express Pty Limited to perform the current activities of the business within the metropolitan area of New South Wales (ST Carriers)..

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.